



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

April 20, 2006

IN REPLY PLEASE
REFER TO FILE: FL-0

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
DIESEL EXHAUST AFTER-TREATMENT RETROFIT PROGRAM
ACCEPT GRANT FUNDING
MOBILE SOURCE AIR POLLUTION REDUCTION REVIEW COMMITTEE
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this project is exempt from the provisions of the California Environmental Quality Act.
2. Accept \$409,000 of grant funding from the Mobile Source Air Pollution Reduction Review Committee (MSRC) of the South Coast Air Quality Management District (AQMD) to reduce diesel emissions through the retrofit of up to 68 diesel-powered, heavy-duty trucks with California Air Resources Board (CARB) verified devices.
3. Authorize the Director of Public Works, or his designee, to conduct business with AQMD on any and all matters related to this grant, including negotiating and executing a grant agreement substantially similar to the enclosed agreement and signing any amendments and requests for reimbursement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to accept grant funding from MSRC for the retrofit of on-road, heavy-duty diesel vehicles operated within the AQMD. This retrofit will help to

reduce diesel emissions from these selected vehicles, thereby helping the County to comply with the CARB regulations. These regulations mandate a municipality or utility to reduce diesel particulate matter through the application of Best Available Control Technology on all 1960-2006 model-year engines. In accordance with the grant guidelines, all vehicle retrofits will be completed within 12 months of the date of agreement execution.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility by actively seeking grant funds to augment the County's funding sources. This action also supports the County Strategic Plan Goal of Children and Families' Well-Being by improving air quality through diesel particulate matter reduction in unincorporated County areas.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The total project cost is estimated to be \$599,500, and is included in the proposed Fiscal Year 2006-07 Internal Service Fund budget. The MSRC will reimburse up to \$409,000 of the total project cost.

The grant funds will be distributed on a reimbursement basis only upon completion of the retrofits and submission of all required reports and invoices.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 11, 2000, your Board approved guidelines for the acceptance of State and Federal grants of \$100,000 or more. These guidelines include a requirement that County departments prepare a Grant Management Statement for your review prior to the departments carrying out the activities covered under the grant. Accordingly, the Grant Management Statement for this grant is enclosed for your review.

The enclosed draft grant agreement has been approved as to form by County Counsel. The final agreement will be approved by County Counsel prior to its execution by the Director of Public Works or his designee.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. The proposed

The Honorable Board of Supervisors
April 20, 2006
Page 3

project is categorically exempt pursuant to Class 1(i) of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301(f) of the California Environmental Quality Act guidelines.

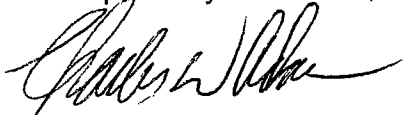
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Public Works is actively retrofitting its on-road, diesel-powered fleet with CARB-verified, after-treatment devices to comply with CARB's Diesel Risk Reduction Program. In addition, these retrofits will help improve air quality through diesel particulate matter reduction in unincorporated County areas, thereby improving the quality of life for all residents in the County of Los Angeles.

CONCLUSION

Please return one adopted copy of this letter to Public Works.

Respectfully submitted,



DONALD L. WOLFE
Director of Public Works

LMS:pb
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Enc.

cc: Chief Administrative Office
County Counsel



**DIESEL EXHAUST AFTER-TREATMENT
RETROFIT PROGRAM**

AWARD & AGREEMENT FORM

Pursuant to Program Announcement PA 2006-05

For MSRC Work Program Fiscal Year 2005-2006



Your application to purchase and install diesel exhaust after-treatment devices under the MSRC Diesel Exhaust After-Treatment Retrofit Program, as listed in Attachment A, was approved for funding by the South Coast Air Quality Management District (SCAQMD) Governing Board. The amount of the award is intended to defray the cost of the purchase, including sales tax, and installation of each device.

Awards for FY 2005-2006 shall fund up to 50% of the cost of purchasing and installing the after-treatment device.

Award Recipient (APPLICANT):	County of Los Angeles, Dept. of Public Works
Agreement Number:	PT06005

CARB-Verified Particulate Filters and/or Diesel Oxidation Catalysts	
Total No. of Devices Awarded	43
MSRC Award per Device	\$4,500

CARB-Verified Particulate Matter Plus NOx Reduction Devices	
Total No. of Devices Awarded	0
MSRC Award per Device	
Total Award for Diesel Exhaust After-Treatment Devices	Not-To-Exceed \$193,500

As a condition of receiving this Award, APPLICANT is required to comply with all of the following terms and conditions:

1. Applicant shall purchase, install and operate the total number of devices set forth above.
2. Only vehicle engines compatible with a CARB-verified diesel exhaust after-treatment device are eligible to participate in the Retrofit Program.
3. Applicants shall comply with all conditions set forth in Attachment B, Program Announcement #PA2006-05 Program Guidelines, which conditions are incorporated by this reference as though set out herein in full, and are incorporated as part of this Agreement, with the following exception:

- a. The reference to submission of an invoice for "incremental fuel reimbursement" in **Paragraph 10. Reporting Requirements**, included in error.

4. APPLICANT must use only low sulfur (15 ppm or lower) diesel fuel in vehicles retrofitted with diesel exhaust after-treatment devices.
5. APPLICANT may only purchase and use the following CARB verified after-treatment devices:
 - A. On-Road Vehicles:
 1. 1994-2005 Model Year Engines: All vehicles equipped with 1994-2004 model year engines must use CARB Level 3-verified emission control devices.
 2. 1991 - At this time, Level 1 and Level 2- verified technologies are available for vehicles equipped with 1991-1993 model year engines. A Level 2 device must be used if available for the vehicle engine proposed for retrofit. In the event a level 2 device is not verified for the proposed vehicle engine, a Level 1 may be proposed.
 - B. Off-Road Vehicles: At this time, only Level 1-verified exhaust after-treatment technologies are available for off-road vehicles. The use of Level 1-verified technologies is allowable for off-road vehicles under this Agreement.
6. APPLICANT shall coordinate with the selected after-treatment device vendor to purchase and install the device(s) in a timely manner. All after-treatment devices must be purchased and installed within twelve (12) months of execution of this Agreement. All invoices and supporting documentation should be received within twenty one (21) months of execution of this Agreement. Invoices received after that time frame may not be paid.
7. APPLICANT shall be reimbursed only upon completion of the after-treatment device installation and submission and approval of all required reports and invoice documentation.
8. Documentation for Payment. APPLICANT shall coordinate with vendor to provide MSRC Staff with the following invoice documentation:
 - a. An invoice with breakdown of costs between parts and labor, verifying purchase and installation of after-treatment devices on the vehicle(s) listed in Attachment A.
 - b. A letter signed by the APPLICANT's Director of Facilities or his/her equivalent, which contains the details of the vehicle(s) that were retrofitted with after-treatment devices. To prevent delays in processing the invoices, APPLICANT must verify that the details of the vehicle listed on the invoice identically match the details listed in Attachment A of this Agreement.

In the event of a breach of any of these conditions or covenants by the APPLICANT or its successors in interest, AQMD shall have the option to enforce this Agreement by proceeding at law or in equity. AQMD may, at its option, require APPLICANT or its successor in interest to immediately repay AQMD the total amount paid under the Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

The undersigned parties agree to the terms and conditions as set forth in this Agreement. The undersigned parties certify under the penalty of perjury that they are duly authorized to bind the parties to this Agreement.

**South Coast
Air Quality Management District:**

**County of Los Angeles, Dept. of Public
Works:**

Signature of Authorized Official

Dr. William A. Burke
Chairman, Governing Board

Date: _____

Signature of Authorized Official

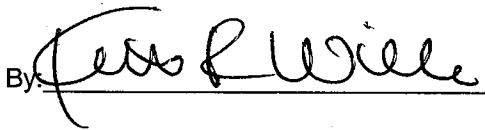
Name:
Title:

Date: _____

ATTEST:
Saundra McDaniel, Clerk of the Board

By: _____

APPROVED AS TO FORM:
Kurt R. Wiese, District Counsel

By: 

ATTACHMENT A

**MSRC DIESEL EXHAUST AFTERTREATMENT RETROFIT
PROGRAM APPLICATION**



PA 2006-05 #1
COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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DONALD L. WOLFE, Director

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Telephone: (626) 458-5100
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

October 3, 2005

IN REPLY PLEASE
REFER TO FILE: PD-7

Mr. Dean Hughbanks
Procurement Unit
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765

Dear Mr. Hughbanks:

**PA2005-06, DIESEL EXHAUST AFTER-TREATMENT PROGRAM
FISCAL YEAR 2005-06 TRANSMITTAL OF APPLICATION**

Enclosed for your consideration are an original and five copies of a grant application to retrofit up to 43 diesel-powered engines with California Air Resources Board-certified Level 1, Level 2, or Level 3 devices.

If you have any questions regarding the application, please contact Ms. Kathi Delegal at (626) 458-3912.

Very truly yours,

DONALD L. WOLFE
Director of Public Works


PATRICK V. DeCHELLIS
Deputy Director

WLG:la

C060354

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Enc.

AN OVERVIEW

Attached is Public Works request for \$200,000 in funding from the Mobile Source Reduction Committee's Diesel Exhaust After-Treatment Program. This funding will enable Public Works to retrofit up to 43 of its existing diesel-powered trucks with California Air Resources Board Certified Level 3, Level 2, or Level 1 devices.

- Since December 2002, Public Works has purchased only Ultra Low Sulfur Diesel (ULSD) for all its refueling sites.
- Since July 2002, Public Works has required that all of its new diesel powered trucks (primarily assigned to the Antelope Valley Air District) be equipped with CARB Certified Level 3 devices.
- To date, Public Works has retrofitted 59 of its existing trucks with Certified Level 3 devices and 20 trucks with Level 1 devices.

The proposed project represents Public Works continuing commitment to reducing vehicle emissions and improving the air quality within the District and our local communities.

DIESEL EXHAUST AFTER-TREATMENT RETROFIT PROGRAM

APPLICATION FORM

Vehicle Owner: Los Angeles Co. Department of Public Works

Street Address: 900 So. Fremont Avenue

City: Alhambra County: Los Angeles State: CA

Zip Code: 91803

Applicant Contact Information:

Name/Title: Richard Teebay, Chief, Fleet Management

Phone No.: (626) 458-3954 Fax No.: (626) 979-5359

Email: rteebay@ladpw.org

Total Number of After-Treatment Devices Requested: Up to Forty-Three (43)

Total MSRC Clean Transportation© Funding Requested: \$ 200,000.00

Exhaust After-Treatment Device Manufacturer: ECS, FleetGuard, and/or Johnson Matthey

Exhaust After-Treatment Device Model Number: See vehicle listing

Address of Primary Refueling Site:

See Fueling Location code on Vehicle Listing

Primary refueling Sites are **Bolded** on Fuel Site Key

Address of Secondary Refueling Site:

All refueling sites, other than primary refueling site
for each vehicle, will be secondary refuel sites.

VEHICLES TO BE RETROFITTED WITH AFTER-TREATMENT DEVICES

EQUIP. NO.	MODEL YEAR	MAKE	MODEL	ENGINE MAKE & MODEL	ENGINE YEAR	SERIAL_NO	FUELING LOC	AFTER-TREATMENT MAKE & MODEL	AMOUNT REQUESTED
016539	2002	FREIGHTLINER	FL60	Caterpillar 3126B	2001	1FVABRAK32HK14198	23	1 ECS SC 13 H or SC 17	\$9,000
019229	2002	FREIGHTLINER	FL-80	Caterpillar 3126B	2001	1FVABWAK82HK17113	35	2 ECS SC 13 H or SC 17	\$9,000
019230	2002	FREIGHTLINER	FL-80	Caterpillar 3126B	2001	1FVABWAKX2HK17114	23	3 ECS SC 13 H or SC 17	\$9,000
021229	2002	CHEVROLET	C7500	Caterpillar 3126B	2001	1GBM7H1C12J504823	4	4 ECS SC 13 H or SC 17	\$9,000
021230	2002	GMC	C7500	Caterpillar 3126B	2001	1GDM7D1C02J504179	2	5 ECS SC 13 H or SC 17	\$9,000
024122	2002	FREIGHTLINER	FL70	Caterpillar 3126B	2001	1FVABTAK22HK15467	4	6 ECS SC 13 H or SC 17	\$9,000
024123	2002	FREIGHTLINER	FL70	Caterpillar 3126B	2001	1FVABTAK42HK15468	4	7 ECS SC 13 H or SC 17	\$9,000
024124	2002	FREIGHTLINER	FL70	Caterpillar 3126B	2001	1FVABTAK52HK11235	8	8 ECS SC 13 H or SC 17	\$9,000
028098	2002	FREIGHTLINER	CONDOR	Caterpillar 3126B	2001	1FVHCF8K82RJ85091	29	9 ECS SC 13 H or SC 17	\$9,000
021225	2001	GMC	C6500	Caterpillar 3126B	2000	1GBJ7H1C51J501456	26	10 ECS SC 13 H or SC 17	\$9,000
021223	2001	FORD	F-550	INTL 444E	2000	1FDAF57FX1EA54366	3	11 ECS SC 13 H or SC 17	\$9,000
028096	2001	INTERNATIONAL	4900	INTL DT466E 250 HP	2000	1HTSDAAN11H368707	18	12 ECS SC 13 H or SC 17	\$9,000
016535	2000	FORD	F-750	Caterpillar 3126B	1999	3FDXW75H1YMA12683	37	13 ECS SC 13 H or SC 17	\$9,000
016538	2000	FORD	F-650	Caterpillar 3126B	1999	3FDWW65251MA11320	7	14 ECS SC 13 H or SC 17	\$9,000
027120	2000	INTERNATIONAL	2574	Cummins N-14 370 HP	1999	1HTGGAET1YH261947	49	15 Johnson Matthey CCRT	\$12,000
028091	2000	INTERNATIONAL	2554	Cummins N-14 370 HP	1999	1HTGCAET0YH699386	4	16 Johnson Matthey CCRT	\$12,000
028093	2000	INTERNATIONAL	4900	INTL DT 466	1999	1HTSDAAN9YH281275	49	17 ECS SC 13 H or SC 17	\$9,000
028094	2000	INTERNATIONAL	4900	INTL DT 466	1999	1HTSDAAN0YH281276	4	18 ECS SC 13 H or SC 17	\$9,000
016536	2000	INTERNATIONAL	4700	INTL DT 466E 195 HP	1999	1HTSCAAN41H368784	7	19 ECS SC 13 H or SC 17	\$9,000
026049	2000	INTERNATIONAL	4800	INTL DT 530 250 HP	1999	1HTSDADN5YH312114	18	20 ECS SC 13 H or SC 17	\$9,000
021217	1999	GMC	C6500	Caterpillar 3126	1998	1GDJ6H1C9XJ507196	26	21 ECS SC 13 H or SC 17	\$9,000
021212	1999	GMC	C7500	Caterpillar 3126B	1998	1GDM7H1C7XJ518207	22	22 ECS SC 13 H or SC 17	\$9,000
028087	1999	KENWORTH	W900B	Cummins N-14 460 HP	1998	1XKWD60X4XR815827	2	23 Johnson Matthey CCRT	\$12,000
A20019	1999	FORD	F-550	INTL 444E	1998	1FDAF56F7XEC68340	5	24 ECS SC 13 H or SC 17	\$9,000
028090	1999	INTERNATIONAL	2554	INTL DT 530 275 HP	1998	1HTGCAET4XH644857	7	25 ECS SC 13 H or SC 17	\$9,000
021203	1998	GMC	C6500	Caterpillar 3126B	1997	1GDG6H1J6WJ507230	18	26 ECS SC 13 H or SC 17	\$9,000
021204	1998	GMC	C6500	Caterpillar 3126B	1997	1GDG6H1J9WJ507092	22	27 ECS SC 13 H or SC 17	\$9,000
021207	1998	GMC	TC7H042	Caterpillar 3126B	1997	1GDJ7H1J6WJ510096	2	28 ECS SC 13 H or SC 17	\$9,000
027113	1998	INTERNATIONAL	2574	Cummins N-14 350 HP	1997	1HTGGAET4WH538118	29	29 Johnson Matthey CCRT	\$12,000
027114	1998	INTERNATIONAL	2574	Cummins N-14 350 HP	1997	1HTGGAET2WH538119	23	30 Johnson Matthey CCRT	\$12,000
027115	1998	INTERNATIONAL	2574	Cummins N-14 350 HP	1997	1HTGGAET2WH538120	29	31 Johnson Matthey CCRT	\$12,000
027116	1998	INTERNATIONAL	2574	Cummins N-14 350 HP	1997	1HTGGAET4WH538121	14	32 Johnson Matthey CCRT	\$12,000
027117	1998	INTERNATIONAL	2574	Cummins N-14 350 HP	1997	1HTGGAET6WH538122	31	33 Johnson Matthey CCRT	\$12,000
028084	1998	INTERNATIONAL	2674	Cummins N-14 350 HP	1997	1HTGLAETXWH536563	12	34 Johnson Matthey CCRT	\$12,000
021206	1998	INTERNATIONAL	4700	INTL DT466E 190 HP	1997	1HTSCAAL0WH543392	2	35 ECS SC 13 H or SC 17	\$9,000
028046	1996	VOLVO GM	WG64	Cummins N-14 350 HP	1995	4V5JCBJF01R850334	18	36 Johnson Matthey CCRT	\$12,000
021196	1996	FORD	F-SUPER DUTY	INTL 7.3L	1995	1FDLF47F8TEA81281	7	37 ECS SC 13 H or SC 17	\$9,000
018090	1995	FORD	CF7000	Cummins 5.9L 190HP	1994	1FDXKH70C7SVA81770	8	38 ECS SC 13 H or SC 17	\$9,000
018091	1995	FORD	CF7000	Cummins 5.9L 190HP	1994	1FDXKH70C9SVA81771	4	39 ECS SC 13 H or SC 17	\$9,000
021193	1995	FORD	F-450	INTL 7.3L	1994	1FDLF47FXSEA79157	3	40 ECS SC 13 H or SC 17	\$9,000
028074	1995	INTERNATIONAL	2654	INTL DT466 250 HP	1994	1HTGHAAT8SH635352	7	41 ECS SC 13 H or SC 17	\$9,000
026047	1994	INTERNATIONAL	4900	DT 466 250 HP	1993	1HTSHAAR9RH577289	18	42 FleetGuard Particulate Reactor*	\$8,000

VEHICLES TO BE RETROFITTED WITH AFTER-TREATMENT DEVICES

EQUIP. NO.	MODEL YEAR	MAKE	MODEL	ENGINE MAKE & MODEL	ENGINE YEAR	SERIAL_NO	FUELING LOC	AFTER-TREATMENT MAKE & MODEL	AMOUNT REQUESTED
021189	1995	INTERNATIONAL	4900	INTL DT466E 210 HP	1995	1HTSDAAR7SH652119	18	43 ECS SC 13 H or SC 17	\$9,000

* May install ECS PuriMuffler (DOC) if exhaust temperature is insufficient for Particulate Reactor

\$416,000

VEHICLES TO BE RETROFITTED WITH AFTER-TREATMENT DEVICES

(See attached sheets)

Vehicle Make & Model	VIN No.	Engine Make & Model	Engine Year	After-Treatment Device Make & Model	Amount Requested

Public Works will install the Best Available Control Technology (BACT) on each of the vehicles listed. The FleetGuard or EWS Particulate Reactor requires that the vehicle's exhaust operate at 300 degrees at least 16% of the time to regenerate. If the vehicles do not achieve this temperature on a consistent basis, they will be fitted with a Level 1 Diesel Oxidation Catalyst (DOC).

Please document the availability of low-sulfur fuel for your fleet, including low-sulfur diesel fuel storage and dispensing capability. Attach supporting documentation (fuel purchase agreement, etc.) to this form as applicable:

The Department of Public Works has purchased ONLY Ultra Low Sulfur diesel since December 2002.

FUEL SITE KEY
COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
MOTOR FUEL DISPENSING LOCATIONS


SITE NO.	SITE NAME	PRODUCTS	ADDRESS
001	DPW Headquarters	unl	900 S. Fremont Ave., Alhambra, CA 91802-1460
002	Central Yard Shops	unl/dsl	1525 Alcazar St., Los Angeles, CA 90033
003	Hansen Yard	unl/dsl	10179 Glenoaks Blvd, Sun Valley, CA 91352
004	Westchester Shops	dsl/unl	5530 W. 83rd St., Los Angeles, CA 90045-3309
005	Hollydale Shops	dsl/unl	11282 S. Garfield Ave., Downey 90242
006	Palmdale Shops	dsl/unl	38126 N. Sierra Hwy., Palmdale 93550
007	Imperial Yard	dsl/unl	5525 East Imperial Highway, South Gate, CA
008	RD 141 90th ST. L.A.	dsl/unl	2120 E. 90th. St., L.A. 90002
009	Longdon Yard	dsl/unl	160 E. Longdon Ave., Monrovia, CA 91706
010	Baldwin Park	dsl/unl	14747 E. Ramona Ave., Baldwin Park CA 91706
011	WW Lancaster	dsl/unl	419 W. Ave. J, Lancaster 93534-3360
012	RD 525 Castaic	dsl/unl	27624 Parker Rd., Castaic, CA 91310
014	RD 436 Malibu	dsl/unl	3637 Winter Canyon Road, Malibu, CA 90265
015	RD 142 E. L.A.	dsl/unl	4304 Eugene St., L.A. 90022
016	RD 539 Agoura	dsl/unl	29773 W. Mullholland Hwy., Agoura 91301
017	RD 555 Lancaster	dsl/unl	45122 N. 70th St. E., Lancaster 93534
018	FM Eaton Yard	dsl/unl	2986 New York Dr. Pasadena 91107
019	RD 558 Littlerock	dsl/unl	8505 E. Ave. T, Littlerock 93543
020	SM EAST Irwindale	dsl/unl	2849 Myrtle Ave., 91701-1351
022	SM S.Yard 59th ST	dsl/unl	1129 E. 59th St. L.A. Ca. 90001-1351
023	RD 524 La Crescenta	dsl/unl	3916 Dunsmore Ave. La Crescenta, Ca. 91014
024	RD 232 Lawndale	dsl/unl	4055 Marine Ave. Lawndale
025	Altadena Shops	dsl/unl	285 Mountain view Ave., Altadena
026	SM Central Sf Sprgs	dsl/unl	12015 Shcemaker Ave. Santa Fe Springs 90670
027	RD 551 Quartz Hill	dsl/unl	4859 W. Ave. L-12, Quartz Hill, 93534
028	RD 554 Mill Creek	dsl/unl	27500 Angeles Forrest Hwy, Palmdale 93550
029	529/129 Temple City	dsl/unl	5213 N. Encinita Ave. Temple City 91780
031	RD 117 Walnut	dsl/unl	19865 E. Walnut Drive, Walnut 91789
033	RD 518 Glendora	dsl/unl	161 N. Valencia St., Glendora 91740
034	RD 232A Lomita	dsl	24309 Walnut Ave. , Lomita 90717
035	RD 553 Cnyn Country	dsl/unl	17931 Sierra Hwy, Snta. Clarita, Canyon Country
036	RD446 Pico Rivera	dsl/unl	9521 E. Beverly Blvd, Pico Rivera 90660
037	RD 416 La Puente	dsl/unl	14959 Proctor Ave LaPuente 91744
038	SM N.Lancaster	dsl/unl	45712 N. Division St. Lancaster 93534
039	FM Pickens Yard	dsl/unl	4628 Briggs St., La Crescenta 91214
041	Fox Field	dsl/unl	
043	RD 559, Mt. Wilson	dsl	817 Mt. Wilson Rd., Mt. Wilson Ca.
048	San Gabriel Dam		9700 North San Gabriel Canyon, Azusa Ca.
049	San Gabriel Spreading Grounds	dsl	9618 East Whittier Blvd., Pico Rivera Ca.
050	Santa Anita Dam		2230 North Santa Anita Cyn Rd., Monrovia Ca.
051	Sawpit Dam		1300 North Canyon Blvd., Monrovia Ca.
052	Big Tajunga Dam		809 West Big Tajunga Rd., Sunland Ca.
053	Big Dalton Dam		2600Big Dalton Cyn & Gindr Mtn., Glendora Ca.
054	Cogswell Dam		West Fork San Gabriel Cyn Rd., Azusa Ca.
055	San Dimas Dam		3331 San Dimas Cyn. Rd., LaVerne Ca.
059	Saticoy Yard		13436 Saticoy St., North Hollywood Ca. 91605
060	Rio Hondo Spreading Grounds		353 South Van Norman Rd., Montebello Ca.
	(see above)		(or) 600 Riverview Rd.
061	Puddingstone Dam		1000 Block of South San Dimas Ca.

PUBLIC OUTREACH

After the first California Air Resources Board Certified Level 3 device has been installed, Public Works will hold a media event in conjunction with representatives from the MSRC. This event, including press releases and a press conference, will demonstrate the project's benefits to the community and acknowledge the MSRC's funding assistance.

In addition, an article stressing the benefits of this technology to the community and acknowledging the MSRC's funding assistance, will be published in the Department's monthly newsletter, and posted on the Department's intranet website.

**LOS ANGELES COUNTY FUEL AGREEMENT
(FOR ALL COUNTY DEPARTMENTS)**

TERM CONTRACT		NUMBER : 40857	AMENDMENT : 03
AMENDMENT		BUYER : VEDA TAN	
INTERNAL SERVICES DEPARTMENT		BUYER PHONE : (323) 267-2288-0000	
		T-NUMBER : T405D	
		DATE ISSUED : 10/25/01	
		VENDOR NUMBER : 507142 .02	
		VENDOR PHONE : (310) 356-2626	
		REQ AGENCY : 159000	
		INTERNAL SERVICES DEPARTMENT	
		AGENCY REQ NO. :	
		REQ NO. : 1000553	
		FISCAL YEAR : 99	
		EFFECTIVE DATE : 12/08/98	
		EXPIRATION DATE : 10/31/02	
		TYPE CHANGE : ADMINISTRATIVE CHANGE	

GENERAL PETROLEUM
1930 SO. SANTA FE AVE.
RINCHO DOMINGUEZ, CA 90221

Post-It® Fax Note	7671	Date	11/7/01	# of pages	1
To	YOLANDA	From	VEDA TAN		
Co./Dept	PW/FLEET Mgmt	Co.	ISD/POS		
Phone #	626-458-7326	Phone #	323-267-2288		
Fax #	626-458-7353	Fax #			

DIESEL FUEL

EXTENSION OF AGREEMENT NO. 56874 - AMENDMENT - C
FROM: OCTOBER 31, 2001
TO: OCTOBER 31, 2002

ADD NEW ITEM TO AGREEMENT:

ULTRA-LOW SULFUR DIESEL (ULSD), SULFUR CONTENT OF 15PPM- SHALL
COMPLY WITH NEW ENVIRONMENTAL REGULATIONS-ARCO ECD-1

BASE PRICE: "OPIS" WEEKLY POSTED PRICE PLUS EIGHT CENTS (+\$0.08).

MARK-UP DIFFERENTIAL:

0 - 999 GAL	\$0.068
1000 - 2499 GAL	\$0.038
2400 - 4999 GAL	\$0.018
5000 + GAL	\$0.008

COUNTY OF LOS ANGELES RESERVES THE RIGHT TO BID LARGE REQUIREMENT OF
ULSD ITEM WHEN DEEMED IN THE BEST INTERESTS OF THE COUNTY.

FOR TECHNICAL AND ORDERING ASSISTANCE:

CONTACT MR. GEORGE HOPWOOD AT 310-356-2626.

BASIS: LETTERS SIGNED BY MR. GEORGE HOPWOOD, MGR. GOVERNMENT SALES
DATED 7/31/01 AND 9/13/01, OFFERING TO EXTEND AGREEMENT FOR ONE
ADDITIONAL YEAR IN ACCORDANCE WITH OPTION.

COUNTY OF LOS ANGELES

VENDOR SIGNATURE/DATE

09/16/04 13:56 FAX 323 415 8881

LA CO. ISD

001

TERM CONTRACT
AWARD

INTERNAL-SERVICES DEPARTMENT



NUMBER : 42071
 BUYER : CAROL LOZANO
 BUYER PHONE : (323) 267-2288-0000
 T-NUMBER : 7405D
 DATE ISSUED : 10/30/03
 VENDOR NUMBER : 507142 -02
 VENDOR PHONE : (310) 356-2626
 REQ AGENCY : IS9000

INTERNAL SERVICES DEPARTMENT

AGENCY REQ NO. :
 REQ NO. : 11010028
 FISCAL YEAR : 04
 EFFECTIVE DATE : 11/01/03
 EXPIRATION DATE : 10/31/06

GENERAL PETROLEUM
 19501 SO. SANTA FE AVE.
 RNCHO DOMINGUEZ, CA 90221

DIESEL FUEL
CONTRACT SOLICITATION

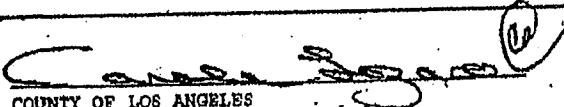
The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and/or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.

PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.

ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.

Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.

County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.


 COUNTY OF LOS ANGELES

VENDOR SIGNATURE/DATE

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LA CO. ISD

002

PRICE SHEET		TERM CONTRACT			
NUMBER : 42071 T-NUMBER : T40SD		VENDOR : GENERAL PETROLEUM			PAGE 10
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
	UNLESS SPECIFIED ELSEWHERE SHIP TO: COUNTY WIDE				
00002	COMMODITY CODE: 405-09-002667 FUEL-DIESEL #2- PURCHASE VOLUME OF 0 - 999 GALLONS NET PRICE IS THE CURRENT OPIS PRICE PER GALLON PLUS MARK UP OF 0.094 PER GALLON		GA	N/A	0.00%
00003	COMMODITY CODE: 405-09-002667 FUEL-DIESEL #2- PURCHASE VOLUME OF 1000 - 2499 GALLONS NET PRICE IS THE CURRENT OPIS PRICE PER GALLON PLUS MARK UP OF 0.054 PER GALLON		GA	N/A	0.00%
00004	COMMODITY CODE: 405-09-002667 FUEL-DIESEL #2- PURCHASE VOLUME OF 2500 - 4999 GALLONS NET PRICE IS THE CURRENT OPIS PRICE PER GALLON PLUS MARK UP OF 0.034 PER GALLON		GA	N/A	0.00%
00005	COMMODITY CODE: 405-09-002667 FUEL-DIESEL #2- PURCHASE VOLUME OF 5000 + GALLONS NET PRICE IS THE CURRENT OPIS PRICE PER GALLON PLUS MARK UP OF 0.004		GA	N/A	0.00%
00006	COMMODITY CODE: 405-09-002668 FUEL-DIESEL #2-RED- PURCHASE VOLUME OF 0 - 999 GALLONS NET PRICE IS THE CURRENT OPIS PRICE PER GALLON PLUS MARK UP OF 0.094		GA	N/A	0.00%
00007	COMMODITY CODE: 405-09-002668 FUEL-DIESEL #2-RED- PURCHASE VOLUME OF 1000 - 2499 GALLONS NET PRICE IS THE CURRENT OPIS PRICE PER GALLON PLUS MARK UP OF 0.054 PER GALLON		GA	N/A	0.00%
00008	COMMODITY CODE: 405-09-002668		GA	N/A	0.00%

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0003

PRICE SHEET		TERM CONTRACT			
NUMBER : 42071 T-NUMBER : T405D		VENDOR: GENERAL PETROLEUM			PAGE 11
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
	FUEL-DIESEL #2-RED- PURCHASE VOLUME OF 2500 - 4999 GALLONS NET PRICE IS THE CURRENT OPIS PRICE PER GALLON PLUS MARK UP OF 0.034 PER GALLON				
00009	COMMODITY CODE: 405-09-002668 FUEL-DIESEL #2-RED - PURCHASE VOLUME OF 5000 + GALLONS NET PRICE IS THE CURRENT OPIS PRICE PER GALLON PLUS MARK UP OF 0.008 PER GALLON		GA	N/A	0.00%
00010	COMMODITY CODE: 405-09-002669 FUEL FURNISHED IN DRUMS-PER GALLON NET PRICE IS THE CURRENT OPIS PRICE PER GALLON PLUS MARK UP OF 0.74 PER GALLON		GA	N/A	0.00%
00011	COMMODITY CODE: 100-67-014204 DRUM DEPOSIT NO DRUM DEPOSIT REQUIRED		EA		NO COST
00012	COMMODITY CODE: 405-09-043214 FUEL - DIESEL- ULTRA-LOW SULFUR (ULSD) - PURCHASE VOLUME OF 0 - 999 GALLONS NET PRICE IS THE CURRENT OPIS PRICE PER GALLON PLUS MARK UP OF 0.094 PER GALLON		GA	N/A	0.00%
00013	COMMODITY CODE: 405-09-043214 FUEL - DIESEL- ULTRA-LOW SULFUR (ULSD) - PURCHASE VOLUME OF 1000-2499 GALLONS NET PRICE IS THE CURRENT OPIS PRICE PER GALLON PLUS MARK UP OF 0.054 PER GALLON		GA	N/A	0.00%
00014	COMMODITY CODE: 405-09-043214 FUEL - DIESEL- ULTRA-LOW SULFUR (ULSD) - PURCHASE VOLUME OF 2500 - 4999 GALLONS NET PRICE IS THE CURRENT OPIS PRICE PER GALLON PLUS MARK UP OF 0.034 PER GALLON		GA	N/A	0.00%

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LA CO. ISD

0004

PRICE SHEET		TERM CONTRACT			
NUMBER : 42071 T-NUMBER : T403D		VENDOR: GENERAL PETROLEUM			PAGE 12
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
00015	COMMODITY CODE: 405-09-043214 FUEL - DIESEL- ULTRA-LOW SULFUR (ULSD) - PURCHASE VOLUME OF 5000 + GALLONS - NET PRICE IS THE CURRENT OPIS PRICE PER GALLON PLUS MARK UP OF 0.008 PER GALLON		GA	N/A	0.00%
00016	COMMODITY CODE: 962-86-043218 DELIVERY CHARGE FOR PURCHASES UNDER 400 GALLONS (PER GALLON) DIESEL FUEL PRICES ARE BASED ON A WEEKLY "RACK" AVERAGE FOR LOS ANGELES AS PUBLISHED BY THE OIL PRICE INFORMATION SERVICE (OPIS) THE COUNTY PRICE IS THE PRICE PLUS A MARGIN BASED ON THE VOLUME OF DELIVERY THE AVERAGE RACK PRICE COMES OUT ON THURSDAY AND WILL BE EFFECTIVE FOR THE ENTIRE FOLLOWING WEEK CALCULATIONS/PRICES ARE BASED ON THE DATE THAT THE FUEL IS DELIVERED NOT THE ORDER DATE REPLACES AGREEMENT #40057 TERMS AND CONDITIONS IN ACCORDANCE WITH SOLICITATION #212817.		GA	\$.12000	

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STANDARD TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER : 42071 T-NUMBER : T405D		VENDOR: GENERAL PETROLEUM	PAGE 2

CONTRACTOR RESPONSIBILITY AND DEBARMENT

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.
3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

PROHIBITION AGAINST USE OF CHILD LABOR

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.
2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.

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0006

STANDARD TERMS AND CONDITIONS

TERM CONTRACT

NUMBER : 42071
T-NUMBER : 7405D

VENDOR: GENERAL PETROLEUM

PAGE

3

A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

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007

STANDARD TERMS AND CONDITIONS		TERM CONTRACT	
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<p>PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS</p> <p>Vendors are entitled to receive payment for goods received by, or services provided to the County specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts.</p> <p>SAFELY SURRENDERED BABY LAW</p> <p>The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.</p>			

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LA CO. ISD

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SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER : 42071		VENDOR : GENERAL PETROLEUM	PAGE
T-NUMBER : T403D			5

- 1 F.O.B. DELIVERED
1 - DAY DELIVERY
NET/30

CANCELLATION: THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL THIS AGREEMENT/PURCHASE ORDER IF DELIVERY OR SERVICES PROVE UNSATISFACTORY (DEFAULT) AND MAY PROCURE THE ARTICLES OR SERVICES FROM OTHER SOURCES AND MAY DEDUCT FROM UNPAID BALANCE DUE THE VENDOR AND/OR MAY COLLECT AGAINST THE BOND OR SURETY FOR EXCESS COSTS SO PAID. THE PRICES PAID BY THE COUNTY OF LOS ANGELES SHALL BE CONSIDERED THE PREVAILING MARKET PRICE AT THE TIME SUCH PURCHASE IS MADE. COUNTY OF LOS ANGELES SHALL BE SOLE JUDGE AS TO SATISFACTORY PERFORMANCE.
- 2 UTILIZATION RECAPITULATION REPORT: 120 DAYS PRIOR TO TERMINATION OF AGREEMENT VENDOR SHALL FURNISH THE COUNTY OF LOS ANGELES WITH A LIST SHOWING AMOUNT OF EACH ITEM DELIVERED. THIS LIST SHALL BE BY INDIVIDUAL ITEM AND SHALL SHOW THE TOTAL DELIVERED TO COUNTY OF LOS ANGELES DURING THE PRIOR YEAR OR PORTION THEREOF. IN ADDITION, A TOTAL DOLLAR VALUE SOLD TO ALL PARTICIPATING AGENCIES DURING THE SAME PERIOD BE FURNISHED.
- 3 ALL PACKAGES OF HAZARDOUS MATERIALS MUST BE CLEARLY MARKED WITH THE PROPER SHIPPING NAME AND IDENTIFICATION NUMBER AS REQUIRED BY DEPARTMENT OF TRANSPORTATION TITLE 49, SECTION 172.301.
- 4 PRODUCTS SPECIFIED HEREIN ARE TO BE SUPPLIED WITHOUT SUBSTITUTION OF MATERIAL OR STYLE. COSTS INCURRED BY THE COUNTY OF LOS ANGELES FOR INTERNAL ACTIVITIES REQUIRED TO RECALL AND REPLACE AN UNAUTHORIZED SUBSTITUTE WILL BE DOCUMENTED AND APPLIED TO THE ACCOUNT OF THE SUPPLIER.
- 5 RESERVATION: THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO BID INDIVIDUAL LARGE REQUIREMENTS WHEN DEEMED TO BE IN THE BEST INTERESTS OF THE COUNTY.
- 6 SUBSTITUTION:
IN THE EVENT VENDOR IS UNABLE TO FURNISH BRAND AS SPECIFIED, AND AN EMERGENCY ARISES, IT IS UNDERSTOOD THAT VENDOR WILL MAKE SUBSTITUTION ON AN EQUIVALENT BRAND, SUBJECT TO ACCEPTANCE BY THE COUNTY. AT NO INCREASE IN COST TO THE COUNTY.
- 7 INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR LOS ANGELES COUNTY SERVICE AGREEMENTS

INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, AND ITS SPECIAL DISTRICTS, ELECTED AND APPOINTED OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO DEMANDS, CLAIMS, ACTIONS, FEES, COSTS, AND EXPENSES (INCLUDING ATTORNEY AND EXPERT WITNESS FEES), ARISING FROM OR CONNECTED WITH CONTRACTOR'S ACTS AND/OR OMISSIONS ARISING FROM AND/OR RELATING TO THIS AGREEMENT.

GENERAL INSURANCE REQUIREMENTS: WITHOUT LIMITING CONTRACTOR'S INDEMNIFICATION OF COUNTY AND DURING THE TERM OF THIS AGREEMENT, CONTRACTOR SHALL PROVIDE AND MAINTAIN, AND SHALL REQUIRE ALL OF ITS SUB-CONTRACTORS TO MAINTAIN, THE FOLLOWING PROGRAMS OF INSURANCE SPECIFIED IN THIS AGREEMENT. SUCH INSURANCE SHALL BE PRIMARY TO AND NOT CONTRIBUTING WITH ANY OTHER INSURANCE OR SELF-INSURANCE PROGRAMS MAINTAINED BY COUNTY, AND SUCH COVERAGE SHALL BE PROVIDED AND MAINTAINED BY CONTRACTOR'S OWN EXPENSE.

EVIDENCE OF INSURANCE: CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SATISFACTORY TO COUNTY SHALL BE DELIVERED TO PURCHASING AGENT

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LA CO. ISD

009

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER T-NUMBER	142071 17405D	VENDOR: GENERAL PETROLEUM	PAGE 6
<p>DESIGNEE PRIOR TO COMMENCING SERVICES UNDER THIS AGREEMENT. CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SHALL BE DELIVERED TO: ATTN: CAROLE LOZANO CONTRACT # 42071 COUNTY OF LOS ANGELES - ISD 1100 NORTH EASTERN AVENUE KM # G115 LOS ANGELES, CA 90063</p> <p>SUCH CERTIFICATES OR OTHER EVIDENCE SHALL:</p> <ol style="list-style-type: none"> (1) SPECIFICALLY IDENTIFY THIS AGREEMENT. (2) CLEARLY EVIDENCE ALL COVERAGES REQUIRED IN THIS AGREEMENT. (3) CONTAIN THE EXPRESS CONDITION THAT COUNTY IS TO BE GIVEN WRITTEN NOTICE BY MAIL AT LEAST THIRTY (30) DAYS IN ADVANCE OF CANCELLATION FOR ALL POLICIES EVIDENCED ON THE CERTIFICATE OF INSURANCE. (4) INCLUDE COPIES OF THE ADDITIONAL INSURED ENDORSEMENT TO THE COMMERCIAL GENERAL LIABILITY POLICY, ADDING THE COUNTY OF LOS ANGELES ITS SPECIAL DISTRICTS, ITS OFFICIALS, OFFICERS AND EMPLOYEES AS INSURED FOR ALL ACTIVITIES ARISING FROM THIS AGREEMENT. (5) IDENTIFY ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS FOR COUNTY'S APPROVAL. THE COUNTY RETAINS THE RIGHT TO REQUIRE CONTRACTOR TO REDUCE OR ELIMINATE SUCH DEDUCTIBLES OR SELF-INSURED RETENTIONS AS THEY APPLY TO COUNTY, OR, REQUIRE CONTRACTOR TO PROVIDE A BOND GUARANTEEING PAYMENT OF ALL SUCH RETAINED LOSSES AND RELATED COSTS INCLUDING, BUT NOT LIMITED TO, EXPENSES OR FEES, OR BOTH, RELATED TO INVESTIGATIONS, CLAIMS ADMINISTRATIONS, AND LEGAL DEFENSE. SUCH BOND SHALL BE EXECUTED BY A CORPORATE SURETY LICENSED TO TRANSACT BUSINESS IN THE STATE OF CALIFORNIA. <p>INSURER FINANCIAL RATINGS: INSURANCE IS TO BE PROVIDED BY AN INSURANCE COMPANY ACCEPTABLE TO THE COUNTY WITH AN A.M. BEST RATING OF NOT LESS THAN A:VII, UNLESS OTHERWISE APPROVED BY COUNTY.</p> <p>FAILURE TO MAINTAIN COVERAGE: FAILURE BY CONTRACTOR TO MAINTAIN THE REQUIRED INSURANCE, OR TO PROVIDE EVIDENCE OF INSURANCE COVERAGE ACCEPTABLE TO COUNTY, SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND THIS AGREEMENT. COUNTY, AT ITS SOLE OPTION, MAY OBTAIN DAMAGES FROM CONTRACTOR RESULTING FROM SAID BREACH. ALTERNATIVELY, COUNTY MAY PURCHASE SUCH REQUIRED INSURANCE COVERAGE, AND WITHOUT FURTHER NOTICE TO CONTRACTOR, COUNTY MAY DEDUCT FROM SUMS DUE TO CONTRACTOR FOR SUCH INSURANCE.</p> <p>NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS: CONTRACTOR SHALL REPORT TO COUNTY:</p> <ol style="list-style-type: none"> (1) ANY ACCIDENT OR INCIDENT RELATING TO SERVICES PERFORMED UNDER THIS AGREEMENT WHICH INVOLVES INJURY OR PROPERTY DAMAGE WHICH MAY RESULT IN THE FILING OF A CLAIM OR LAWSUIT AGAINST CONTRACTOR AND/OR COUNTY. SUCH REPORT SHALL BE MADE IN WRITING WITHIN 24 HOURS OF OCCURRENCE. (2) ANY THIRD PARTY CLAIM OR LAWSUIT FILED AGAINST CONTRACTOR ARISING FROM OR RELATED TO SERVICES PERFORMED BY CONTRACTOR UNDER THIS AGREEMENT. (3) ANY INJURY TO A CONTRACTOR EMPLOYEE WHICH OCCURS ON COUNTY PROPERTY. THIS REPORT SHALL BE SUBMITTED ON A COUNTY "NON-EMPLOYEE INJURY REPORT" TO THE COUNTY CONTRACT MANAGER. (4) ANY LOSS, DISAPPEARANCE, DESTRUCTION, MISUSE, OR THEFT OF ANY KIND WHATSOEVER OF COUNTY PROPERTY, MONIES OR SECURITIES ENTRUSTED TO CONTRACTOR UNDER THE TERMS OF THIS AGREEMENT. 			

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LA CO. ISD

010

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER : 42071		VENDOR : GENERAL PETROLEUM	PAGE
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<p>COMPENSATION FOR COUNTY COSTS: IN THE EVENT THAT CONTRACTOR FAILS TO COMPLY WITH ANY OF THE INDEMNIFICATION OR INSURANCE REQUIREMENTS OF THIS AGREEMENT, AND SUCH FAILURE TO COMPLY RESULTS IN ANY COSTS TO COUNTY, CONTRACTOR SHALL PAY FULL COMPENSATION FOR ALL COSTS INCURRED BY COUNTY.</p> <p>INSURANCE COVERAGE REQUIREMENTS FOR SUB-CONTRACTORS: CONTRACTOR SHALL ENSURE ANY AND ALL SUB-CONTRACTORS PERFORMING SERVICES UNDER THIS AGREEMENT MEET THE INSURANCE REQUIREMENTS OF THIS AGREEMENT BY EITHER:</p> <p>(1) CONTRACTOR PROVIDING EVIDENCE OF INSURANCE COVERING THE ACTIVITIES OF SUB-CONTRACTORS, OR</p> <p>(2) CONTRACTOR PROVIDING EVIDENCE SUBMITTED BY SUB-CONTRACTORS EVIDENCING THAT SUB-CONTRACTORS MAINTAIN THE REQUIRED INSURANCE COVERAGE. COUNTY RETAINS THE RIGHT TO OBTAIN COPIES OF EVIDENCE OF SUB-CONTRACTOR INSURANCE COVERAGE AT ANY TIME.</p> <p>8 INSURANCE COVERAGE REQUIREMENTS:</p> <p>GENERAL LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CG 00 01 OR ITS EQUIVALENT) WITH LIMITS OF NOT LESS THAN THE FOLLOWING:</p> <p>GENERAL AGGREGATE: \$2 MILLION PRODUCTS/COMPLETED OPERATIONS AGGREGATE: \$2 MILLION PERSONAL AND ADVERTISING INJURY: \$1 MILLION EACH OCCURRENCE: \$1 MILLION</p> <p>9 AUTOMOBILE LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CA 00 01 OR ITS EQUIVALENT) WITH A LIMIT OF LIABILITY OF NOT LESS THAN \$1 MILLION FOR EACH ACCIDENT. SUCH INSURANCE SHALL INCLUDE COVERAGE FOR ALL "OWNED", "HIRED" AND "NON-OWNED" VEHICLES, OR COVERAGE FOR "ANY AUTO".</p> <p>10 WORKERS COMPENSATION AND EMPLOYER'S LIABILITY: INSURANCE PROVIDING WORKERS COMPENSATION BENEFITS, AS REQUIRED BY THE LABOR CODE OF THE STATE OF CALIFORNIA OR BY ANY OTHER STATE, AND FOR WHICH CONTRACTOR IS RESPONSIBLE. IF CONTRACTOR'S EMPLOYEES WILL BE ENGAGED IN MAKETIME EMPLOYMENT, COVERAGE SHALL PROVIDE WORKERS COMPENSATION BENEFITS AS REQUIRED BY THE U.S. LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT, JONES ACT OR ANY OTHER FEDERAL LAW FOR WHICH CONTRACTOR IS RESPONSIBLE.</p> <p>IN ALL CASES, THE ABOVE INSURANCE ALSO SHALL INCLUDE EMPLOYERS' LIABILITY COVERAGE WITH LIMITS OF NOT LESS THAN THE FOLLOWING:</p> <p>EACH ACCIDENT: \$1 MILLION DISEASE - POLICY LIMIT: \$1 MILLION DISEASE - EACH EMPLOYEE: \$1 MILLION</p> <p>11 PROFESSIONAL LIABILITY: INSURANCE COVERING LIABILITY ARISING FROM ANY ERROR, OMISSION, NEGLIGENCE OR WRONGFUL ACT OF THE CONTRACTOR, ITS OFFICERS OR EMPLOYEES WITH LIMITS OF NOT LESS THAN \$1 MILLION PER OCCURRENCE AND \$3 MILLION AGGREGATE. THE COVERAGE ALSO SHALL PROVIDE AN EXTENDED TWO YEAR REPORTING PERIOD COMMENCING UPON TERMINATION OR CANCELLATION OF THIS AGREEMENT.</p> <p>12 PROPERTY COVERAGE: SUCH INSURANCE SHALL BE ENDORSED NAMING THE COUNTY OF LOS ANGELES AS LOSS PAYEE, PROVIDE DEDUCTIBLES OF NO GREATER THAN 5% OF THE PROPERTY VALUE, AND SHALL INCLUDE:</p> <p>PERSONAL PROPERTY: AUTOMOBILES AND MOBILE EQUIPMENT - SPECIAL FORM ("ALL RISK") COVERAGE FOR THE ACTUAL CASH VALUE OF COUNTY-OWNED OR LEASED PROPERTY.</p>			

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LA CO. ISD

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SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER : 42071		VENDOR : GENERAL PETROLEUM	PAGE
T-NUMBER : T405D			8
<p>REAL PROPERTY AND ALL OTHER PERSONAL PROPERTY - SPECIAL FORM ("ALL RISK") COVERAGE FOR THE FULL REPLACEMENT VALUE OF COUNTY-OWNED OR LEASED PROPERTY.</p> <p>13 CANCELLATION: THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL THIS AGREEMENT, UPON 30 DAYS WRITTEN NOTICE. VENDOR MAY CANCEL AGREEMENT AFTER INITIAL YEAR OF THE AGREEMENT PERIOD, UPON 90 DAYS WRITTEN NOTICE. THE COUNTY MAY CONTINUE TO PLACE ORDERS AGAINST THE AGREEMENT UNTIL THE EFFECTIVE DATE OF SUCH CANCELLATION.</p> <p>14 PARTICIPATING MUNICIPALITIES: PURSUANT TO ACTION BY COUNTY'S BOARD OF SUPERVISORS ON FEBRUARY 30, 1998, COUNTY HAS DESIGNATED CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (AUTHORITY) AS THE PUBLIC AGENCY TO PROVIDE ADMINISTRATIVE SERVICES RELATED TO PURCHASES BY THE OTHER CALIFORNIA GOVERNMENTAL ENTITIES (ENTITY) UNDER THIS AGREEMENT. AT COUNTY'S SOLE DISCRETION AND OPTION, COUNTY MAY INFORM OTHER ENTITIES THAT THEY MAY ACQUIRE ITEMS LISTED IN THIS AGREEMENT. SUCH ACQUISITION(S) SHALL BE AT THE PRICES STATED HEREIN, AND SHALL BE SUBJECT TO VENDOR'S ACCEPTANCE. IN NO EVENT SHALL COUNTY BE CONSIDERED A DEALER, REMARKETER, AGENT OR OTHER REPRESENTATIVE OF VENDOR.</p> <p>VENDOR AND COUNTY RECOGNIZE THAT FROM TIME TO TIME VENDOR'S REASONABLE ASSISTANCE MAY FACILITATE AND EXPEDITE A PRESENTATION BY THE COUNTY TO ANY ENTITY. SUCH ASSISTANCE SHALL BE PROVIDED, AT NO COST, BY VENDOR UPON THE WRITTEN REQUEST OF THE COUNTY.</p> <p>ENTITY PURCHASE ORDERS MAY, AS AGREED BY COUNTY, BE SUBMITTED BY THE ENTITY OR BY COUNTY. IN EITHER EVENT, AUTHORITY SHALL BE ENTITLED TO AN ADMINISTRATIVE FEE (FEE) OF ONE PERCENT (1%) OF THE PURCHASE PRICE, EXCLUDING TAXES AND SHIPPING, FOR EACH ENTITY PURCHASE ORDER. PAYMENT OF THE FEE SHALL BE MADE QUARTERLY BY VENDOR TO AUTHORITY. FOR PURPOSES OF THIS AGREEMENT, CALENDAR YEAR QUARTERS SHALL BE JANUARY 1 THROUGH MARCH 31; APRIL 1 THROUGH JUNE 30; JULY 1 THROUGH SEPTEMBER 30; AND OCTOBER 1 THROUGH DECEMBER 31. FEE PAYMENT SHALL BE ACCOMPANIED BY A WRITTEN REPORT (REPORT) SUMMARIZING ALL PURCHASES SHIPPED AND BILLED DURING THE APPLICABLE QUARTER MADE BY ANY ENTITY UNDER THIS AGREEMENT. VENDOR SHALL HAVE NO CLAIM OR RIGHT TO ALL OR ANY PORTION OF THE FEE.</p> <p>FEE PAYMENT SHALL BE MADE BY WIRE TO CSAC FINANCE CORPORATION AS FOLLOWS:</p> <p>CSAC FINANCE CORPORATION WESTAMERICA BANK CAPITOL OFFICE 300 CAPITOL MALL SACRAMENTO CA 95814 ABA#121140218 ACCOUNT #0527-377915</p> <p>VENDOR SHALL CONFIRM THE DATE AND AMOUNT OF WIRE VIA FAX TO (510) 933-8457</p> <p>REPORT SHALL BE SUBMITTED TO:</p> <p>CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY 1100 K STREET, SUITE 101 SACRAMENTO CA 95814 ATTN: SECRETARY</p> <p>WITH COPIES TO:</p>			

09/16/04 13:57 FAX 323 415 8661

LA CO. ISD

012

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER : 42071 T-NUMBER : T405D	VENDOR : GENERAL PETROLEUM		PAGE 9
<p>CALIFORNIA COMMUNITIES 1470 MARIA LANE, SUITE 400 WALNUT CREEK CA 94596 ATTN: PROGRAM MANAGER</p> <p>COUNTY OF LOS ANGELES ISD/PCS 1100 N. EASTERN AVE., ROOM 102 LOS ANGELES CA 90063 ATTN: MANAGER</p> <p>PURCHASES BY COUNTY DEPARTMENTS UNDER THIS AGREEMENT SHALL NOT BE INCLUDED IN EITHER THE FEE OR THE REPORT.</p> <p>REPORTS AND FEES SHALL BE SUBMITTED TO AUTHORITY NO LATER THAN THIRTY (30) DAYS AFTER THE END OF THE APPLICABLE QUARTER. REPORTS SHALL, AT A MINIMUM, PROVIDE TOTAL ENTITY PURCHASES FOR THE APPLICABLE QUARTER AND YEAR-TO-DATE, SORTED BY PARTICIPATING ENTITY, WITH A GRAND TOTAL OF ALL ENTITY PURCHASES.</p> <p>FAILURE TO PROVIDE FEES AND/OR REPORTS IN THE MANNER SHALL BE REGARDED AS A MATERIAL BREACH OF THIS AGREEMENT AND SHALL BE DREMED A CAUSE FOR TERMINATION OF THIS AGREEMENT AT COUNTY'S SOLE DISCRETION. FEES NOT PAID BY THE SPECIFIED DEADLINE SHALL BEAR INTEREST AT THE RATE OF 1 1/2% PER MONTH UNTIL PAID.</p> <p>AUTHORITY, OR ITS DESIGNEE MAY, AT AUTHORITY'S SOLE DISCRETION, COMPARE RECORDS PROVIDED BY ENTITIES WITH REPORTS SUBMITTED BY VENDOR. AUTHORITY WILL PROVIDE WRITTEN NOTIFICATION TO VENDOR OF DISCREPANCIES, AND ALLOW VENDOR THIRTY (30) DAYS FROM THE DATE OF AUTHORITY'S NOTIFICATION TO RESOLVE THE DISCREPANCY(IES) TO AUTHORITY'S SATISFACTION. IN THE EVENT THAT VENDOR DOES NOT RESOLVE THE DISCREPANCY TO AUTHORITY'S SATISFACTION, AUTHORITY RESERVES THE RIGHT TO ENGAGE OUTSIDE TO CONDUCT AN INDEPENDENT AUDIT OF VENDOR'S REPORTS, AND VENDOR SHALL REIMBURSE AUTHORITY FOR THE COSTS AND EXPENSES (ATED TO SUCH AUDIT(S).</p> <p>VENDOR AUTHORIZES COUNTY'S USE OF VENDOR'S NAME, TRADEMARKS AND VENDOR PROVIDED MATERIALS IN COUNTY'S PRESENTATIONS AND PROMOTIONS REGARDING THE AVAILABILITY OF USE FOR THIS AGREEMENT.</p> <p>COUNTY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO PAYMENT, FOR ANY ITEM ORDERED BY ENTITIES.</p>			

03/31/2004

REQ'N NO. 6263720

COUNTY OF LOS ANGELES
ENCUMBRANCE
FISCAL YEAR 2004/2005

DEPARTMENT NAME AND ADDRESS
DEPARTMENT OF PUBLIC WORKS
2275 ALCAZAR STREET
LOS ANGELES CA 90033

DECLASS

50 427 48 57

**VENDOR(S) SPECIFIED
AGMT ONLY**

CONTACT: DEBBIE RUNYAN **PHONE: 626-458-7354**

#411

ORG	ACCT	TASK	OPTION	CHARGE	ENC. NO. (FCS USE)	AMOUNT	DATE (FCS USE)	REF. NO.	F	COMMIT	DESCRIPTION
487000	2432		B07	2000		\$400,000.00		325880			BLANKET PURCHASE ORDER FOR: DIESEL AND HEATING FUELS - BULK DELIVERIES
486000	2432		B04	2000		\$590,000.00					
481700	2432		B04	2000		\$578,000.00					
488300	2432		B04	2000		\$100,000.00					SEE ATTACHMENTS FOR LOCATIONS AND INFORMATION.
488200	2432		B04	2000		\$25,000.00					PRIOR PURCHASE ORDER 024077
488190	2432		B04	2000		\$25,000.00					
						Total: \$1,628,000.00					
GENERAL INSTRUCTIONS: Failure To Comply With The Following Instructions May Result In Delays In Processing Your Request And/Or: Cancellation Of Your Blanket Purchase Orders.											
1 USE THIS FORM TO REQUEST AGREEMENT BLANKET PURCHASE ORDERS, SINGLE OR MULTIPLE VENDORS, FOR FISCAL YEAR 2004/2005 ONLY											
2 Prices, terms and conditions shall be in accordance with the agreement(s) stated herein.											
3 Departments that encumber funds on-line with the Auditor Controller are strictly prohibited from supplementing any blanket orders beyond the amounts indicated herein without the written authorization of the Purchasing Agent or duly authorized Deputy Purchasing Agent.											
I assume full responsibility for the legal use of materials or services requisitioned, no materials or services issued upon this authority will be used in violation of any rules, regulation, ordinances or laws.											
I hereby certify that sufficient funds for this Order have been encumbered											
										COMPLETE [X]	PARTIAL [] Return to DPA

DEPT/AUDITOR CONTROLLER

COUNTY PURCHASING AGENT

by John J. O'Connell 6/23/04

DR
disrupt

- 1.0 **Scope and Intent:** This Specification covers the County's requirements for both On and Off-Road diesel fuel and Ultra-Low-Sulfur Diesel fuel certified as meeting the most current California Air Resources Board's (CARB) diesel fuel regulations. The fuel purchased through this Agreement will be used throughout Los Angeles County in vehicles and equipment in the Antelope Valley and South Coast Air Quality Management Districts. The fuels provided and the County's Fuel Specifications, are intended to ensure the lowest possible emissions from diesel powered vehicles and equipment while insuring that the fuels furnished comply with the engine manufacturers' requirements and do not void engine and/or emission control devices warranties, especially for those engines produced on or after October 1, 2002 that are certified to Federal 2004 emission standards. To this end, the Sulfur content for Ultra Low Sulfur Diesel shall not exceed 15 ppm, and shall have lubricating agent(s) to meet a minimum lubricity specification of 3100 SLBOCLE.

Unless otherwise specified at the time of order, all diesel fuel provided under this Agreement shall be un-dyed, On-Road, Ultra Low Sulfur Diesel.

The Vendor agrees to give the County's Public Health, Safety, and emergency response needs of the Sheriff and Fire Departments, the County's Hospitals, and the Department of Public Works the highest priority over its other customers. If there is a major event and/or an emergency, the vendor shall guarantee delivery of sufficient quantities of fuel to insure continued operation of the County. The Public Health, (During fires, earthquakes, flooding, washouts, etc., Public Works sites provide fuel for the Sheriff and Fire Departments' emergency vehicles, strike team vehicles, the California Highway Patrol, and other responding agencies.)

Failure to fulfill the County's needs during these events compromises public safety, property, and the safety of those responding to these events.

- 2.0 **General Requirements:** Each Bidder shall submit with their bid CARB certifications for each of the diesel fuel formulas being offered.

**BIDDERS
RESPONSE**

3.0 This Request covers the County's annual Low Sulfur Diesel and Diesel fuel requirements in accordance with the terms, conditions and specifications listed herein.

3.1 **QUANTITIES** – Quantities listed are estimates based upon the County's prior year's usage. Due to the South Coast Air Quality Management District's (AQMD) Fleet Rules (Rule 1191 through Rule 1196, and 1186.1), actual future usage may decline.

4.0 **ALLOCATION/RATIONING** - In the event of any shortage, and/or any federal, state or local regulations requiring fuel allocations and/or rationing, the vendor shall guarantee delivery of sufficient quantities of fuel to insure continued operation of County. Public Safety and emergency response needs of the Sheriff and Fire Departments, the County's Hospitals, and the Department of Public Works shall be given the highest priority over other customers.

5.0 **SPECIFICATIONS** - Vendors shall provide CARB Certified fuels conforming to the following specifications:

PROPERTY	TEST METHOD	LIMIT
• Ash, wt. %, max	D-482	0.01
• Carbon Residue, 10% Bottoms, W%, Max.	D-524	0.35
• Cetane index (typically)	D4737	52.5
• Cetane number (typically)	D613	54
• Copper Corrosion, 3 hours @ 122 F, max	D130	3
• Distillation T 90%, F	D-86	540-640
• Final Boiling Pt., F, max		698
• Flash Point, F, min.	D-56	125
• Gravity API	D287	38
• Lubricity, g	D-6078	3100
• Stability, mg/100ml, max	D-2274	1.0
• Sulfur, ppm	D-5453	15
• Viscosity, cSt@40 C	D-445	1.9-4.1

ATTACHMENT B

**MSRC DIESEL EXHAUST AFTERTREATMENT RETROFIT
PROGRAM GUIDELINES**

MSRC DIESEL EXHAUST AFTERTREATMENT RETROFIT PROGRAM PARTICIPATION GUIDELINES, REQUIREMENTS, & CONDITIONS

The MSRC's Diesel Exhaust After-treatment Retrofit Program has been designed to make the application and participation requirements uncomplicated for vehicle operators within the South Coast Air District. However, to ensure that the Retrofit Program conforms to all applicable AQMD regulations and MSRC policies, the following requirements and conditions have been established and apply to all applicants:

1. **Funding Availability** - The amount of FY 2005-06 MSRC Clean Transportation Funding TM allocated for the Retrofit Program is \$1,250,000. Funds will be awarded on a first-come, first-served basis to applicants proposing qualifying vehicles. Funding is available on a first-come, first-served basis to applicants proposing qualifying projects. *For the purpose of this Program, all qualified applications received on or before 5:00 p.m. on the first day of the Application Acceptance Period, October 4, 2005, will be deemed received at the same time.* In the event the Diesel Exhaust Retrofit Program is oversubscribed following receipt of first-day applications, MSRC funds will be distributed on a pro rata share basis to qualified project applicants.
2. **Retrofit Program Funding Amounts** – The MSRC will allocate program funds in accordance with the following guidelines:
 - CARB-Verified Particulate Matter Reduction Devices: The MSRC will fund 50% of the cost of purchasing and installing a CARB-verified particulate trap or diesel oxidation catalyst, not to exceed a maximum of \$4,500 per qualifying vehicle;
 - CARB-Verified Particulate Matter Plus NO_x Reduction Devices: The MSRC will fund 50% of the cost of purchasing and installing a CARB-verified particulate matter reduction plus NO_x device, not to exceed a maximum of \$10,000 per qualifying vehicle.
3. **Maximum Funding per Entity** - To ensure broad-based participation, the maximum total funding award to any single entity under this solicitation shall not exceed \$200,000. This maximum funding restriction can be waived by the MSRC in the event the MSRC allocates additional funding to this Work Program category or does not receive conforming proposals from other bidders that meet or exceed \$1,050,000.
4. **MSRC Funds Paid on a Reimbursement Basis Only** – MSRC funds will be distributed on a Reimbursement Basis only upon completion of the particulate trap installation and submission of all required reports and invoices.

5. **Eligible Participants**– Only owners of heavy-duty diesel vehicles that operate predominately within the South Coast AQMD are eligible to participate in the Retrofit Program. For the purpose of this program, vehicles must be operated within the geographical boundaries of the South Coast AQMD at least 95% of their total annual vehicle miles or hours of operation.
6. **Emission Reductions Must be “Above and Beyond” Mandated Requirements** - Applicants must certify that the proposed deployment of diesel exhaust retrofit devices is beyond mandated obligations under the California Air Resources Board Fleet Rule and not required by, or in fulfillment of, any local, state, or federal law, rule, or regulation.
7. **Eligible Vehicle Engines & Retrofit Devices** – Only vehicle engines compatible with a CARB verified particulate filter or diesel oxidation catalyst are eligible to participate in the Retrofit Program. In addition, the MSRC’s Retrofit Program requires that vehicles utilize the best-available control technology. There are currently three levels of diesel emission control technology verification designated by CARB, as follows:
 - **Level 1 Verified Technologies** – Level 1 verification is given to technologies achieving at least 25% or greater reduction in particulate matter or at least 25% or greater reduction in particulate matter plus a 25% reduction in NO_x;
 - **Level 2 Verified Technologies** – Level 2 verification is given to technologies achieving at least 50% or greater reduction in particulate matter or at least 50% or greater reduction in particulate matter plus a 20% reduction in NO_x;
 - **Level 3 Verified Technologies** – Level 3 verification is for those technologies achieving at least an 85% or greater reduction in particulate matter or less than a 0.01g/bhp-hr emission level or at least 85% or greater reduction in particulate matter plus a 25% reduction in NO_x.

To maximize the particulate matter emission reductions resulting from this program, the following requirements must be adhered to when proposing exhaust after-treatment technologies:

ON-ROAD VEHICLES:

- **1994-2005 Model Year Engines:** All vehicles equipped with 1994-2004 model year engines must use Level 3-verified emission control devices.
- **1991-1993 Model Year Engines:** At this time, Level 1 and Level 2-verified technologies are available for vehicles equipped with 1991-1993 model year engines. A Level 2 device must be used if available for the vehicle engine proposed for retrofit. In the event a Level 2 device is not verified for the proposed vehicle engine, a Level 1 verified device may be proposed.

OFF-ROAD VEHICLES: At this time, only Level 1-verified exhaust after-treatment technologies are available for off-road vehicles. The use of Level 1-verified technologies is allowable for off-road vehicles under this RFP.

Please note that only designated engine families for specified model years are compatible with CARB-verified diesel exhaust after-treatment devices. Applicants should consult the current status of verified diesel exhaust after-treatment devices by accessing CARB's website at www.arb.ca.gov/diesel/verdev/background.htm. In addition, the MSRC staff is available to assist applicants in determining their vehicle's eligibility to participate in the program.

8. **Centralized Refueling** – Vehicles equipped with particulate traps must use low-sulfur diesel fuel exclusively, or the trap will be rendered ineffective and may incur damage. Therefore, refueling with conventional CARB diesel, even periodically, is not an acceptable option. To ensure that vehicles retrofitted with particulate traps use only low-sulfur diesel fuel, and to minimize the chance of vehicle mis-fueling, it is required that program participants' vehicles be refueled predominantly at a single location. The program participant will be required to show proof that low-sulfur fuel is available at the primary refueling location. Proof of the availability of low-sulfur diesel can be demonstrated by entering into a fuel purchase contract or a signed affidavit. A secondary refueling location can be proposed by a program participant; however, proof of the availability of low-sulfur diesel is also required for the secondary-refueling site. In addition, applicants must show proof that facilities have been secured for storage and dispensing of low-sulfur diesel fuel.
9. **Particulate Trap Installation Deadlines** – All vehicle retrofits should complete within twelve (12) months of the date of agreement execution.
10. **Reporting Requirements** – The reporting requirements established for the Retrofit Program are intended to ensure adequate monitoring of the use of public funds, while avoiding the imposition of excessive reporting burdens on the funding recipients. The following are the minimum reporting requirements for participation in the Retrofit Program:
 - A concise *Interim Report*, to be submitted along with an invoice for retrofit device and incremental fuel cost reimbursement. This report must contain a brief summary of the installation process, initial performance, vehicle performance, and any relevant mechanical issues;
 - A concise *Final Report*, to be submitted approximately six (6) months from the date of particulate trap installation. This report must contain a brief summary of the vehicle's performance using the particulate trap, driver comments regarding vehicle performance, mechanical issues, and any difficulty in obtaining low-sulfur diesel. Failure to submit a Final Report will be considered in future funding requests from the applicant. The MSRC

may, at their discretion, request that the Contractor present Final Report results at an MSRC meeting.

11. **Outreach Component** – All projects must include a media and community outreach component. Acceptable outreach strategies may include, but are not limited to, a Grand Opening/project kickoff event, press releases, or press conference to highlight the project's accomplishments.

12. **Audit Requirements** – In accordance with state law, all projects funded with MSRC Discretionary Funds are subject to audit.

13. **Additional Conditions for Participation in the MSRC Retrofit Program:**

- Vehicles funded under the MSRC Retrofit Program are not eligible to receive additional diesel exhaust after-treatment device incentive funds from any other state or local agency;
- MSRC funds can be used ONLY for direct costs associated with the purchase and installation of the diesel exhaust after-treatment device and thermal insulation, if required. Device regeneration equipment, maintenance, etc. are not allowable costs for reimbursement under this Program. In addition, MSRC funds cannot be used to fund existing staff salaries, administrative costs, or project management costs necessary to implement the program.



**DIESEL EXHAUST AFTER-TREATMENT
RETROFIT PROGRAM**

AWARD & AGREEMENT FORM

Pursuant to Program Announcement PA 2005-02

For MSRC Work Program Fiscal Year 2004-2005



Your application to purchase and install diesel exhaust after-treatment devices under the MSRC Diesel Exhaust After-Treatment Retrofit Program, as listed in Attachment A, was approved for funding by the South Coast Air Quality Management District (SCAQMD) Governing Board. The amount of the award is intended to defray the cost of the purchase, including sales tax, and installation of each device.

Award Recipient (APPLICANT):	Los Angeles County, Dept. of Public Works
Agreement Number:	PT05055

CARB-Verified Particulate Reduction Devices	
Total No. of Devices Awarded	25
MSRC Award per Device	\$8,500

CARB-Verified Particulate Matter Plus NOx Reduction Devices	
Total No. of Devices Awarded	0
MSRC Award per Device	
Total Award for Diesel Exhaust After-Treatment Devices	Not-To-Exceed \$212,500

As a condition of receiving this Award, APPLICANT is required to comply with all of the following terms and conditions:

1. APPLICANT shall purchase, install and operate the total number of devices set forth above.
2. Only vehicle engines compatible with a CARB-verified diesel exhaust after-treatment device are eligible to participate in the Retrofit Program.
3. APPLICANT shall comply with all conditions set forth in Attachment B, Program Announcement #PA2005-02 Program Guidelines, which conditions are incorporated by this reference as though set out herein in full, with the following exceptions:
 - A. Reference to submission of an invoice for "incremental fuel reimbursement" in Paragraph 10. Reporting Requirements, included in error.

4. APPLICANT must use only low sulfur (15 ppm or lower) diesel fuel in vehicles retrofitted with diesel exhaust after-treatment devices.
5. APPLICANT may only purchase and use the following CARB verified after-treatment devices:
 - a. On-Road Vehicles: All vehicles equipped with 1994-2004 model year engines must use CARB Level 3-verified emission control devices. Vehicles equipped with 1991-1993 model year engines may use CARB Level 1-verified emission control devices.
 - b. Off-Road Vehicles: At this time, only Level 1-verified technologies are available for off-road vehicles. The use of Level 1-verified technologies is allowable for off-road vehicles under this Agreement.
6. APPLICANT shall coordinate with the selected after-treatment device vendor to purchase and install the device(s) in a timely manner. All after-treatment devices must be purchased and installed by within twelve (12) months of execution of this Agreement.
7. Documentation for Payment. APPLICANT shall coordinate with vendor to provide MSRC Staff with the following documentation:
 - a. An invoice with breakdown of costs between parts and labor, verifying purchase and installation of after-treatment devices on the vehicle(s) listed in Attachment A.
 - b. A letter signed by the APPLICANT's Director of Facilities or his/her equivalent, which contains the details of the vehicle(s) that were retrofitted with after-treatment devices. To prevent delays in processing the invoices, APPLICANT must verify that the details of the vehicle listed on the invoice identically match the details listed in Attachment A of this Agreement.

In the event of a breach of any of these conditions or covenants by the APPLICANT or its successors in interest, AQMD shall have the option to enforce this Agreement by proceeding at law or in equity. AQMD may, at its option, require APPLICANT or its successor in interest to immediately repay AQMD the total amount paid under the Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

The undersigned parties agree to the terms and conditions as set forth in this Agreement. The undersigned parties certify under the penalty of perjury that they are duly authorized to bind the parties to this Agreement.

**South Coast
Air Quality Management District:**

**Los Angeles County, Dept. of Public
Works:**

Signature of Authorized Official

Dr. William A. Burke
Chairman, Governing Board



Signature of Authorized Official

Name:
Title:

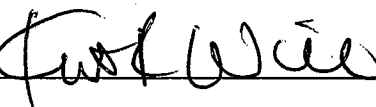
Date: _____

Date: 4/19/06

ATTEST:
Saundra McDaniel, Clerk of the Board

By: _____

APPROVED AS TO FORM:
Kurt R. Wiese, District Counsel

By:  _____

ATTACHMENT A

**MSRC DIESEL EXHAUST AFTERTREATMENT RETROFIT
PROGRAM APPLICATION**



MSRC

Mobile Source Air Pollution
Reduction Review Committee

DIESEL EXHAUST AFTER-TREATMENT RETROFIT PROGRAM APPLICATION FORM

Vehicle Owner: Los Angeles County Department of Public Works

Street Address: 900 So. Fremont Avenue

City: Alhambra County: Los Angeles State: CA

Zip Code: 91803-1331

Applicant Contact Information:

Name/Title: Richard Teebay, Chief, Fleet Management

Phone No.: (626) 458-3954 Fax: No.: (626) 979-5359

Email: rteebay@ladpw.org

Total Number of After-Treatment Devices Requested: up to 25

Exhaust After-Treatment Device Manufacturer(s): ESC or Johnson Matthey

Exhaust After-Treatment Device Model Number: ECS SC 17H or SC 13H

Exhaust After-Treatment Device Model Number: Johnson Matthey CRT

Address of Primary Refueling Site

Various sites throughout the County*
(see attached listing)

Fuel Contract Information/Affidavit



Included in Application
To be Submitted Prior to
Agreement Execution

Address of Secondary Refueling Site

* Public Works has purchased ONLY ULSD for all its refueling sites throughout the County since December 2002. A copy of the County's current fuel agreement used by all departments is provided. Items 0012 - 0015 (highlighted) are the ULSD fuels specified by Public Works at all of its fuel sites. A complete listing of the Public Works' refueling sites is also attached. Further documentation can be provided upon request.

AN OVERVIEW

Attached is Public Works request for \$150,000 in funding from the Mobile Source Reduction Committee's Diesel Exhaust After-Treatment Retrofit Program PA 2005-02. This funding will enable Public Works to retrofit from 18 to 25 of its existing late model diesel-powered trucks with California Air Resources Board Certified Level 3 particulate filters.

- Since December 2002, Public Works has purchased only Ultra Low Sulfur Diesel (ULSD) for all its refueling sites.
- For the past two years, Public Works has also required that all of its new diesel-powered trucks (primarily assigned to the Antelope Valley Air District) be equipped with CARB Certified Level 3 devices. To date, Public Works has also retrofitted more than 40 of its existing trucks with Certified Level 3 devices.

The proposed project represents Public Works continuing commitment to reducing vehicle emissions and improving the air quality within the District and our local communities.

EQUIPMENT TO BE RETROFITTED WITH MSRC GRANT FUNDING

EQUIP. NO.	CLASS	MODEL YEAR	LICENSE	MAKE	MODEL	DESCRIPTION	ENGINE MAKE & MODEL	TYPE	ENGINE YEAR	SERIAL_NO
1 016539	016	2002	1213301	FREIGHTLINER	FL60	DUMP TRUCK	Caterpillar 3126B	DUMP	2001	1FVABRAK32HK14198
2 019229	019	2002	1129342	FREIGHTLINER	FL-80	TRUCK DUMP	Caterpillar 3126B	PATCH	2001	1FVABWAK82HK17113
3 019230	019	2002	1129343	FREIGHTLINER	FL-80	TRUCK DUMP	Caterpillar 3126B	PATCH	2001	1FVABWAK82HK17113
4 021229	021	2002	1116507	CHEVROLET	C7500	TRUCK AERIAL	Caterpillar 3126B	CHIPPR	2001	1GBM7H1C12J504823
5 024122	024	2002	1229311	FREIGHTLINER	FL70	TRUCK W/BLADE	Caterpillar 3126B	DUMP	2001	1FVABTAK22HK15467
6 024123	024	2002	1129313	FREIGHTLINER	FL70	TRUCK W/BLADE	Caterpillar 3126B	DUMP	2001	1FVABTAK22HK15467
7 024124	024	2002	1162909	FREIGHTLINER	FL70	TRUCK	Caterpillar 3126B	DUMP	2001	1FVABTAK22HK15467
8 021225	021	2001		GMC	C6500	TRUCK	Caterpillar 3126B	DUMP	2001	1FVABTAK22HK15467
9 028096	028	2001	1090866	INTERNATIONAL	4900	TRUCK SEWER	Caterpillar 3126B	RODDER	2000	1GBJ7H1C51J501456
10 027120	027	2000	1045091	INTERNATIONAL	2574	TRUCK - 2-000	INTL DT466E 250 HP	WATER	2000	1HTSDAAN1H368707
11 028091	028	2000	1020146	INTERNATIONAL	2554	TRUCK	Cummins N-14 370 HP	DUMP	1999	1HTGGAET1YH261947
12 028093	028	2000	1077024	INTERNATIONAL	4900	TRUCK	Cummins N-14 370 HP	VACTOR	1999	1HTGCADTOYH699386
13 028094	028	2000	1077025	INTERNATIONAL	4900	TRUCK - 2-000	INTL DT 466	WATER	1999	1HTSDAAN9YH281275
14 021217	021	1999		GMC	C6500	TRUCK	INTL DT 466	WATER	1999	1HTSDAAN0YH281276
15 021212	021	1999	1183903	GMC	C7500	TRUCK	Caterpillar 3126	RODDER	1998	1GDJ6H1C9XJ507196
16 021204	021	1998	1007751	GMC	C7500	TRUCK W/HYD	Caterpillar 3126B	HYDRO	1998	1GDM7H1C7XJ518207
17 021207	021	1998	1010433	GMC	C6500	TRUCK	Caterpillar 3126B	RODDER	1997	1GDG6H1J9WJ507092
18 027113	027	1998	E997895	INTERNATIONAL	TC7H042	TRUCK W/LIFT	Caterpillar 3126B	STAKE	1997	1GDJ7H1J6WJ510096
19 027114	027	1998	E997897	INTERNATIONAL	2574	TRUCK	Cummins N-14 350 HP	DUMP	1997	1HTGGAET4WH538118
20 027115	027	1998	E997896	INTERNATIONAL	2574	TRUCK	Cummins N-14 350 HP	DUMP	1997	1HTGGAET4WH538119
21 027116	027	1998	E997898	INTERNATIONAL	2574	TRUCK	Cummins N-14 350 HP	DUMP	1997	1HTGGAET2WH538120
22 027117	027	1998	E997894	INTERNATIONAL	2574	TRUCK	Cummins N-14 350 HP	DUMP	1997	1HTGGAET4WH538121
23 028084	028	1998	E996183	INTERNATIONAL	2674	TRUCK	Cummins N-14 350 HP	DUMP	1997	1HTGGAET6WH538122
24 021206	021	1998	1010263	INTERNATIONAL	4700	TRUCK - 3-500	Cummins N-14 350 HP	WATER	1997	1HTGLAETXWH538563
25 026046	227	1996	E036233	VOLVO GM	WG64	TRUCK	INTL DT466E 190 HP	BIT AP	1997	1HTSCAAL0WH543392
						TRUCK W/HYD	Cummins N-14 350 HP	BOOM	1995	4V5JCBJF0TR850334

**PUBLIC WORKS FUEL SITES
(FOR ALL COUNTY DEPARTMENTS)**

**LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
MOTOR FUEL DISPENSING LOCATIONS**

Hours and access may vary. Contact the Yard Superintendent for specific assistance.

SITE NO.	SITE NAME	PRODUCTS	TANK CAPACITY	ADDRESS
002	Central Yard Shops	dsl/unl	10K/10K	1525 Alcazar St., Los Angeles, CA 90033
003	Hansen Yard	dsl/unl	4k/4k	10179 Glenoaks Blvd, Sun Valley, CA 91352
004	Westchester Shops	dsl/unl	10k/10k	5530 W. 83rd St., Los Angeles, CA 90045-3309
005	Hollydale Shops	dsl/unl	10k/10k	11282 S. Garfield Ave., Downey 90242
006	Palmdale Shops	dsl/unl	10k/10k	38126 N. Sierra Hwy., Palmdale 93550
007	Imperial Yard	dsl/unl	4k/4k	5525 East Imperial Highway, South Gate, CA
008	RD 141 90th ST. L.A.	dsl/unl	3k/3k	2120 E. 90th. St., L.A. 90002
009	Longdon Yard	dsl/unl	4k/4k	160 E. Longdon Ave., Monrovia, CA 91706
010	Baldwin Park	dsl/unl	10k/10k	14747 E. Ramona Ave., Baldwin Park CA 91706
011	WW Lancaster	dsl/unl	4k/2k	419 W. Ave. J, Lancaster 93534-3360
012	RD 525 Castaic	dsl/unl	4k/4k	27624 Parker Rd., Castaic, CA 91310
014	RD 436 Malibu	dsl/unl	2k/4k	3637 Winter Canyon Road, Malibu, CA 90265
015	RD 142 E. L.A.	dsl/unl	3k/3k	4304 Eugene St., L.A. 90022
016	RD 539 Agoura	dsl/unl	4k/2k	29773 W. Mullholland Hwy., Agoura 91301
017	RD 555 Lancaster	dsl/unl	4k/4k	45122 N. 70th St. E., Lancaster 93534
018	FM Eaton Yard	dsl/unl	3k/3k	2986 New York Dr. Pasadena 91107
019	RD 558 Littlerock	dsl/unl	3k/5k	8505 E. Ave. T, Littlerock 93543
020	SM EAST Irwindale	dsl/unl	1k/2k	2849 Myrtle Ave., 91701-1351
022	SM S.Yard 59th ST	dsl/unl	1k/2k	1129 E. 59th St. L.A. Ca. 90001-1351
023	RD 524 La Crescenta	dsl/unl	3k/3k	3916 Dunsmore Ave. La Crescenta, Ca. 91014
024	RD 232 Lawndale	dsl/unl	2k/2k	4055 Marine Ave. Lawndale
025	Altadena Shops	dsl/unl	6k/6k	285 Mountain view Ave., Altadena
026	SM Central St Sprgs	dsl/unl	3k/3k	12015 Shoemaker Ave. Santa Fe Springs 90670
027	RD 551 Quartz Hill	dsl/unl	5k/5k	4859 W. Ave. L-12, Quartz Hill, 93534
028	RD 554 Mill Creek	dsl/unl	5k/3k	27500 Angeles Forrest Hwy, Palmdale 93550
029	529/129 Temple City	dsl/unl	3k/3k	5213 N. Encinita Ave. Temple City 91780
031	RD 117 Walnut	dsl/unl	3k/3k	19865 E. Walnut Drive, Walnut 91789
033	RD 518 Glendora	dsl/unl	3k/3k	161 N. Valencia St., Glendora 91740
034	RD 232A Lomita	dsl	2k	24309 Walnut Ave. , Lomita 90717
035	RD 553 Cnyn Country	dsl/unl	3k/3k	17931 Sierra Hwy, Snta. Clarita, Canyon Country
036	RD446 Pico Rivera	dsl/unl	3k/3k	9521 E. Beverly Blvd, Pico Rivera 90660
037	RD 416 La Puente	dsl/unl	3k/3k	14959 Proctor Ave LaPuente 91744
038	SM N.Lancaster	dsl/unl	1k/2k	45712 N. Division St. Lancaster 93534
039	FM Pickens Yard	dsl/unl	3k/3k	4628 Briggs St., La Crescenta 91214

PUBLIC OUTREACH

After the first California Air Resources Board (CARB) certified Level 3 device has been installed, the Los Angeles County Department of Public Works will stage a media event and community outreach program, including press releases and a press conference to demonstrate this project's benefits and to acknowledging the MSRC funding assistance.

**LOS ANGELES COUNTY FUEL AGREEMENT
(FOR ALL COUNTY DEPARTMENTS)**

TERM CONTRACT

AMENDMENT

INTERNAL SERVICES DEPARTMENT



NUMBER : 40057

AMENDMENT : 03

BUYER : VEDA TAN

BUYER PHONE : (323) 267-2288-0000

T-NUMBER : T405D

DATE ISSUED : 10/25/01

VENDOR NUMBER : 507142 -02

VENDOR PHONE : (310) 356-2626

REQ AGENCY : IS9000

INTERNAL SERVICES DEPARTMENT

AGENCY REQ NO. :

REQ NO. : 1000353

FISCAL YEAR : 99

EFFECTIVE DATE : 12/08/98

EXPIRATION DATE : 10/31/01

TYPE CHANGE : ADMINISTRATIVE CHANGE

GENERAL PETROLEUM
19501 SO. SANTA FE AVE.
RANCHO DOMINGUEZ, CA 90221

Post-It* Fax Note	7671	Date	11/7/01	# of pages	1
To	YOLANDA		From	VEDA TAN	
Co/Dept.	PW / FLEET Mgmt		Co.	ISD / PCS	
Phone #	626-458-7326		Phone #	323-267-2288	
Fax #	626-458-7353		Fax #		

DIESEL FUEL

EXTENSION OF AGREEMENT NO. 56874 - AMENDMENT - C
FROM: OCTOBER 31, 2001
TO: OCTOBER 31, 2002

ADD NEW ITEM TO AGREEMENT:

ULTRA-LOW SULFUR DIESEL (ULSD), SULFUR CONTENT OF 15PPM- SHALL
COMPLY WITH NEW ENVIRONMENTAL REGULATIONS-ARCO ECD-1

BASE PRICE: "OPIS" WEEKLY POSTED PRICE PLUS EIGHT CENTS (+\$0.08).

MARK-UP DIFFERENTIAL:

0 - 999 GAL	\$0.068
1000 - 2499 GAL	\$0.038
2400 - 4999 GAL	\$0.018
5000 + GAL	\$0.008

COUNTY OF LOS ANGELES RESERVES THE RIGHT TO BID LARGE REQUIREMENT OF
ULSD ITEM WHEN DEEMED IN THE BEST INTERESTS OF THE COUNTY.

FOR TECHNICAL AND ORDERING ASSISTANCE:

CONTACT MR. GEORGE HOPWOOD AT 310-356-2626.

BASIS: LETTERS SIGNED BY MR. GEORGE HOPWOOD, MGR. GOVERNMENT SALES
DATED 7/31/01 AND 9/13/01, OFFERING TO EXTEND AGREEMENT FOR ONE
ADDITIONAL YEAR IN ACCORDANCE WITH OPTION.

COUNTY OF LOS ANGELES

VENDOR SIGNATURE/DATE

09/16/04 13:56 FAX 323 415 8861

LA CO. ISD

TERM CONTRACT
AWARD

INTERNAL SERVICES DEPARTMENT



GENERAL PETROLEUM
19501 SO. SANTA FE AVE.
RANCHO DOMINGUEZ, CA 90221

NUMBER : 42071
BUYER : CAROL LOZANO
BUYER PHONE : (323) 267-2288-0000
T-NUMBER : 1408D
DATE ISSUED : 10/30/03
VENDOR NUMBER : 507142 -02
VENDOR PHONE : (310) 356-2626
REQ AGENCY : IS9000

INTERNAL SERVICES DEPARTMENT

AGENCY REQ NO. :
REQ NO. : 11010028
FISCAL YEAR : 04
EFFECTIVE DATE : 11/01/03
EXPIRATION DATE : 10/31/06

DIESEL FUEL CONTRACT SOLICITATION

The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and/or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.

PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.

ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.

Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.

County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

COUNTY OF LOS ANGELES

VENDOR SIGNATURE/DATE

PRICE SHEET		TERM CONTRACT			
NUMBER : 42071 T-NUMBER : T405D		VENDOR : GENERAL PETROLEUM			PAGE 10
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
	UNLESS SPECIFIED ELSEWHERE SHIP TO: COUNTY WIDE				
00002	COMMODITY CODE: 405-09-002667 FUEL-DIESEL #2- PURCHASE VOLUME OF 0 - 999 GALLONS NET PRICE IS THE CURRENT OPIS PRICE PER GALLON PLUS MARK UP OF 0.094 PER GALLON		GA	N/A	0.00%
00003	COMMODITY CODE: 405-09-002667 FUEL-DIESEL #2- PURCHASE VOLUME OF 1000 - 2499 GALLONS NET PRICE IS THE CURRENT OPIS PRICE PER GALLON PLUS MARK UP OF 0.054 PER GALLON		GA	N/A	0.00%
00004	COMMODITY CODE: 405-09-002667 FUEL-DIESEL #2- PURCHASE VOLUME OF 2500 - 4999 GALLONS NET PRICE IS THE CURRENT OPIS PRICE PER GALLON PLUS MARK UP OF 0.034 PER GALLON		GA	N/A	0.00%
00005	COMMODITY CODE: 405-09-002667 FUEL-DIESEL #2- PURCHASE VOLUME OF 5000 + GALLONS NET PRICE IS THE CURRENT OPIS PRICE PER GALLON PLUS MARK UP OF 0.008		GA	N/A	0.00%
00006	COMMODITY CODE: 405-09-002668 FUEL-DIESEL #2-RED- PURCHASE VOLUME OF 0 - 999 GALLONS NET PRICE IS THE CURRENT OPIS PRICE PER GALLON PLUS MARK UP OF 0.094		GA	N/A	0.00%
00007	COMMODITY CODE: 405-09-002668 FUEL-DIESEL #2-RED- PURCHASE VOLUME OF 1000 - 2499 GALLONS NET PRICE IS THE CURRENT OPIS PRICE PER GALLON PLUS MARK UP OF 0.054 PER GALLON		GA	N/A	0.00%
00008	COMMODITY CODE: 405-09-002668		GA	N/A	0.00%

PRICE SHEET		TERM CONTRACT			
NUMBER : 42071 T-NUMBER : T405D		VENDOR: GENERAL PETROLEUM			PAGE 11
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
00009	FUEL-DIESEL #2-RED- PURCHASE VOLUME OF 2500 - 4999 GALLONS NET PRICE IS THE CURRENT OPIS PRICE PER GALLON PLUS MARK UP OF 0.034 PER GALLON COMMODITY CODE: 405-09-002668 FUEL-DIESEL #2-RED - PURCHASE VOLUME OF 5000 + GALLONS NET PRICE IS THE CURRENT OPIS PRICE PER GALLON PLUS MARK UP OF 0.008 PER GALLON		GA	N/A	0.00%
00010	COMMODITY CODE: 405-09-002669 FUEL FURNISHED IN DRUMS-PER GALLON NET PRICE IS THE CURRENT OPIS PRICE PER GALLON PLUS MARK UP OF 0.74 PER GALLON		GA	N/A	0.00%
00011	COMMODITY CODE: 100-67-014204 DRUM DEPOSIT NO DRUM DEPOSIT REQUIRED		EA		NO COST
00012	COMMODITY CODE: 405-09-043214 FUEL - DIESEL- ULTRA-LOW SULFUR (ULSD) - PURCHASE VOLUME OF 0 - 999 GALLONS NET PRICE IS THE CURRENT OPIS PRICE PER GALLON PLUS MARK UP OF 0.094 PER GALLON		GA	N/A	0.00%
00013	COMMODITY CODE: 405-09-043214 FUEL - DIESEL- ULTRA-LOW SULFUR (ULSD) - PURCHASE VOLUME OF 1000-2499 GALLONS NET PRICE IS THE CURRENT OPIS PRICE PER GALLON PLUS MARK UP OF 0.054 PER GALLON		GA	N/A	0.00%
00014	COMMODITY CODE: 405-09-043214 FUEL - DIESEL- ULTRA-LOW SULFUR (ULSD) - PURCHASE VOLUME OF 2500 - 4999 GALLONS NET PRICE IS THE CURRENT OPIS PRICE PER GALLON PLUS MARK UP OF 0.034 PER GALLON		GA	N/A	0.00%

PRICE SHEET		TERM CONTRACT			
NUMBER : 42071 T-NUMBER : T405D		VENDOR: GENERAL PETROLEUM			PAGE 12
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
00015	COMMODITY CODE: 405-09-043214 FUEL - DIESEL - ULTRA-LOW SULFUR (ULSD) - PURCHASE VOLUME OF 5000 + GALLONS - NET PRICE IS THE CURRENT OPIS PRICE PER GALLON PLUS MARK UP OF 0.008 PER GALLON		GA	N/A	0.00%
00016	COMMODITY CODE: 962-86-043218 DELIVERY CHARGE FOR PURCHASES UNDER 400 GALLONS (PER GALLON) DIESEL FUEL PRICES ARE BASED ON A WEEKLY "RACK" AVERAGE FOR LOS ANGELES AS PUBLISHED BY THE OIL PRICE INFORMATION SERVICE (OPIS) THE COUNTY PRICE IS THE PRICE PLUS A MARGIN BASED ON THE VOLUME OF DELIVERY THE AVERAGE RACK PRICE COMES OUT ON THURSDAY AND WILL BE EFFECTIVE FOR THE ENTIRE FOLLOWING WEEK CALCULATIONS/PRICES ARE BASED ON THE DATE THAT THE FUEL IS DELIVERED NOT THE ORDER DATE REPLACES AGREEMENT #40057 "TERMS AND CONDITIONS IN ACCORDANCE WITH SOLICITATION #212817.		GA	\$ 12000	

STANDARD TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER :42071		VENDOR: GENERAL PETROLEUM	PAGE
T-NUMBER :T405D			2

CONTRACTOR RESPONSIBILITY AND DEBARMENT

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.
3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

PROHIBITION AGAINST USE OF CHILD LABOR

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.
2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.

STANDARD TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER : 42071		VENDOR: GENERAL PETROLEUM	PAGE
T-NUMBER : T405D			3

A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

STANDARD TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER : 42071 T-NUMBER : T405D		VENDOR: GENERAL PETROLEUM	PAGE 4

PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the County specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts.

SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER : 42071		VENDOR: GENERAL PETROLEUM	PAGE
T-NUMBER : T405D			5

1 F.O.B. DELIVERED

1 - DAY DELIVERY

NET/30

CANCELLATION: THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL THIS AGREEMENT/PURCHASE ORDER IF DELIVERY OR SERVICES PROVE UNSATISFACTORY (DEFAULT) AND MAY PROCURE THE ARTICLES OR SERVICES FROM OTHER SOURCES AND MAY DEDUCT FROM UNPAID BALANCE DUE THE VENDOR AND/OR MAY COLLECT AGAINST THE BOND OR SURETY FOR EXCESS COSTS SO PAID. THE PRICES PAID BY THE COUNTY OF LOS ANGELES SHALL BE CONSIDERED THE PREVAILING MARKET PRICE AT THE TIME SUCH PURCHASE IS MADE. COUNTY OF LOS ANGELES SHALL BE SOLE JUDGE AS TO SATISFACTORY PERFORMANCE.

2 UTILIZATION RECAPITULATION REPORT: 120 DAYS PRIOR TO TERMINATION OF AGREEMENT VENDOR SHALL FURNISH THE COUNTY OF LOS ANGELES WITH A LIST SHOWING AMOUNT OF EACH ITEM DELIVERED. THIS LIST SHALL BE BY INDIVIDUAL ITEM AND SHALL SHOW THE TOTAL DELIVERED TO COUNTY OF LOS ANGELES DURING THE PRIOR YEAR OR PORTION THEREOF. IN ADDITION, A TOTAL DOLLAR VALUE SOLD TO ALL PARTICIPATING AGENCIES DURING THE SAME PERIOD BE FURNISHED.

3 ALL PACKAGES OF HAZARDOUS MATERIALS MUST BE CLEARLY MARKED WITH THE PROPER SHIPPING NAME AND IDENTIFICATION NUMBER AS REQUIRED BY DEPARTMENT OF TRANSPORTATION TITLE 49, SECTION 172.301.

4 PRODUCTS SPECIFIED HEREIN ARE TO BE SUPPLIED WITHOUT SUBSTITUTION OF MATERIAL OR STYLE. COSTS INCURRED BY THE COUNTY OF LOS ANGELES FOR INTERNAL ACTIVITIES REQUIRED TO RECALL AND REPLACE AN UNAUTHORIZED SUBSTITUTE WILL BE DOCUMENTED AND APPLIED TO THE ACCOUNT OF THE SUPPLIER.

5 RESERVATION: THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO BID INDIVIDUAL LARGE REQUIREMENTS WHEN DEEMED TO BE IN THE BEST INTERESTS OF THE COUNTY.

6 SUBSTITUTION:
IN THE EVENT VENDOR IS UNABLE TO FURNISH BRAND AS SPECIFIED, AND AN EMERGENCY ARISES, IT IS UNDERSTOOD THAT VENDOR WILL MAKE SUBSTITUTION ON AN EQUIVALENT BRAND, SUBJECT TO ACCEPTANCE BY THE COUNTY. AT NO INCREASE IN COST TO THE COUNTY.

7 INDEMNIFICATION AND INSURANCE REQUIREMENTS
FOR LOS ANGELES COUNTY SERVICE AGREEMENTS

INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, AND ITS SPECIAL DISTRICTS, ELECTED AND APPOINTED OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO DEMANDS, CLAIMS, ACTIONS, FEES, COSTS, AND EXPENSES (INCLUDING ATTORNEY AND EXPERT WITNESS FEES), ARISING FROM OR CONNECTED WITH CONTRACTOR'S ACTS AND/OR OMISSIONS ARISING FROM AND/OR RELATING TO THIS AGREEMENT.

GENERAL INSURANCE REQUIREMENTS: WITHOUT LIMITING CONTRACTOR'S INDEMNIFICATION OF COUNTY AND DURING THE TERM OF THIS AGREEMENT, CONTRACTOR SHALL PROVIDE AND MAINTAIN, AND SHALL REQUIRE ALL OF ITS SUB-CONTRACTORS TO MAINTAIN, THE FOLLOWING PROGRAMS OF INSURANCE SPECIFIED IN THIS AGREEMENT. SUCH INSURANCE SHALL BE PRIMARY TO AND NOT CONTRIBUTING WITH ANY OTHER INSURANCE OR SELF-INSURANCE PROGRAMS MAINTAINED BY COUNTY, AND SUCH COVERAGE SHALL BE PROVIDED AND MAINTAINED BY CONTRACTOR'S OWN EXPENSE.

EVIDENCE OF INSURANCE: CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SATISFACTORY TO COUNTY SHALL BE DELIVERED TO PURCHASING AGENT

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER : 42071 T-NUMBER : T405D	VENDOR: GENERAL PETROLEUM		PAGE 6

DESIGNEE PRIOR TO COMMENCING SERVICES UNDER THIS AGREEMENT.
CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SHALL BE DELIVERED TO:

ATTN: CAROLE LOZANO
CONTRACT # 42071
COUNTY OF LOS ANGELES - ISD
1100 NORTH EASTERN AVENUE RM # G115
LOS ANGELES, CA 90063

SUCH CERTIFICATES OR OTHER EVIDENCE SHALL:

- (1) SPECIFICALLY IDENTIFY THIS AGREEMENT.
- (2) CLEARLY EVIDENCE ALL COVERAGES REQUIRED IN THIS AGREEMENT.
- (3) CONTAIN THE EXPRESS CONDITION THAT COUNTY IS TO BE GIVEN WRITTEN NOTICE BY MAIL AT LEAST THIRTY (30) DAYS IN ADVANCE OF CANCELLATION FOR ALL POLICIES EVIDENCED ON THE CERTIFICATE OF INSURANCE.
- (4) INCLUDE COPIES OF THE ADDITIONAL INSURED ENDORSEMENT TO THE COMMERCIAL GENERAL LIABILITY POLICY, ADDING THE COUNTY OF LOS ANGELES ITS SPECIAL DISTRICTS, ITS OFFICIALS, OFFICERS AND EMPLOYEES AS INSUREDS FOR ALL ACTIVITIES ARISING FROM THIS AGREEMENT.
- (5) IDENTIFY ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS FOR COUNTY'S APPROVAL. THE COUNTY RETAINS THE RIGHT TO REQUIRE CONTRACTOR TO REDUCE OR ELIMINATE SUCH DEDUCTIBLES OR SELF-INSURED RETENTIONS AS THEY APPLY TO COUNTY, OR, REQUIRE CONTRACTOR TO PROVIDE A BOND GUARANTEEING PAYMENT OF ALL SUCH RETAINED LOSSES AND RELATED COSTS INCLUDING, BUT NOT LIMITED TO, EXPENSES OR FEES, OR BOTH, RELATED TO INVESTIGATIONS, CLAIMS ADMINISTRATIONS, AND LEGAL DEFENSE. SUCH BOND SHALL BE EXECUTED BY A CORPORATE SURETY LICENSED TO TRANSACT BUSINESS IN THE STATE OF CALIFORNIA.

INSURER FINANCIAL RATINGS: INSURANCE IS TO BE PROVIDED BY AN INSURANCE COMPANY ACCEPTABLE TO THE COUNTY WITH AN A.M. BEST RATING OF NOT LESS THAN A:VII, UNLESS OTHERWISE APPROVED BY COUNTY.

FAILURE TO MAINTAIN COVERAGE: FAILURE BY CONTRACTOR TO MAINTAIN THE REQUIRED INSURANCE, OR TO PROVIDE EVIDENCE OF INSURANCE COVERAGE ACCEPTABLE TO COUNTY, SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND THIS AGREEMENT. COUNTY, AT ITS SOLE OPTION, MAY OBTAIN DAMAGES FROM CONTRACTOR RESULTING FROM SAID BREACH. ALTERNATIVELY, COUNTY MAY PURCHASE SUCH REQUIRED INSURANCE COVERAGE, AND WITHOUT FURTHER NOTICE TO CONTRACTOR, COUNTY MAY DEDUCT FROM SUMS DUE TO CONTRACTOR FOR SUCH INSURANCE.

NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS: CONTRACTOR SHALL REPORT TO COUNTY:

- (1) ANY ACCIDENT OR INCIDENT RELATING TO SERVICES PERFORMED UNDER THIS AGREEMENT WHICH INVOLVES INJURY OR PROPERTY DAMAGE WHICH MAY RESULT IN THE FILING OF A CLAIM OR LAWSUIT AGAINST CONTRACTOR AND/OR COUNTY. SUCH REPORT SHALL BE MADE IN WRITING WITHIN 24 HOURS OF OCCURRENCE.
- (2) ANY THIRD PARTY CLAIM OR LAWSUIT FILED AGAINST CONTRACTOR ARISING FROM OR RELATED TO SERVICES PERFORMED BY CONTRACTOR UNDER THIS AGREEMENT.
- (3) ANY INJURY TO A CONTRACTOR EMPLOYEE WHICH OCCURS ON COUNTY PROPERTY. THIS REPORT SHALL BE SUBMITTED ON A COUNTY "NON-EMPLOYEE INJURY REPORT" TO THE COUNTY CONTRACT MANAGER.
- (4) ANY LOSS, DISAPPEARANCE, DESTRUCTION, MISUSE, OR THEFT OF ANY KIND WHATSOEVER OF COUNTY PROPERTY, MONIES OR SECURITIES ENTRUSTED TO CONTRACTOR UNDER THE TERMS OF THIS AGREEMENT.

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COMPENSATION FOR COUNTY COSTS: IN THE EVENT THAT CONTRACTOR FAILS TO COMPLY WITH ANY OF THE INDEMNIFICATION OR INSURANCE REQUIREMENTS OF THIS AGREEMENT, AND SUCH FAILURE TO COMPLY RESULTS IN ANY COSTS TO COUNTY, CONTRACTOR SHALL PAY FULL COMPENSATION FOR ALL COSTS INCURRED BY COUNTY.

INSURANCE COVERAGE REQUIREMENTS FOR SUB-CONTRACTORS: CONTRACTOR SHALL ENSURE ANY AND ALL SUB-CONTRACTORS PERFORMING SERVICES UNDER THIS AGREEMENT MEET THE INSURANCE REQUIREMENTS OF THIS AGREEMENT BY EITHER:

(1) CONTRACTOR PROVIDING EVIDENCE OF INSURANCE COVERING THE ACTIVITIES OF SUB-CONTRACTORS, OR

(2) CONTRACTOR PROVIDING EVIDENCE SUBMITTED BY SUB-CONTRACTORS EVIDENCING THAT SUB-CONTRACTORS MAINTAIN THE REQUIRED INSURANCE COVERAGE. COUNTY RETAINS THE RIGHT TO OBTAIN COPIES OF EVIDENCE OF SUB-CONTRACTOR INSURANCE COVERAGE AT ANY TIME.

8 INSURANCE COVERAGE REQUIREMENTS:

GENERAL LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CG 00 01) OR ITS EQUIVALENT) WITH LIMITS OF NOT LESS THAN THE FOLLOWING:

GENERAL AGGREGATE: \$2 MILLION
PRODUCTS/COMPLETED OPERATIONS AGGREGATE: \$2 MILLION
PERSONAL AND ADVERTISING INJURY: \$1 MILLION
EACH OCCURRENCE: \$1 MILLION

9 AUTOMOBILE LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CA 00 01 OR ITS EQUIVALENT) WITH A LIMIT OF LIABILITY OF NOT LESS THAN \$1 MILLION FOR EACH ACCIDENT. SUCH INSURANCE SHALL INCLUDE COVERAGE FOR ALL "OWNED", "HIRED" AND "NON-OWNED" VEHICLES, OR COVERAGE FOR "ANY AUTO".

10 WORKERS COMPENSATION AND EMPLOYER'S LIABILITY: INSURANCE PROVIDING WORKERS COMPENSATION BENEFITS, AS REQUIRED BY THE LABOR CODE OF THE STATE OF CALIFORNIA OR BY ANY OTHER STATE, AND FOR WHICH CONTRACTOR IS RESPONSIBLE. IF CONTRACTOR'S EMPLOYEES WILL BE ENGAGED IN MARITIME EMPLOYMENT, COVERAGE SHALL PROVIDE WORKERS COMPENSATION BENEFITS AS REQUIRED BY THE U.S. LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT, JONES ACT OR ANY OTHER FEDERAL LAW FOR WHICH CONTRACTOR IS RESPONSIBLE.

IN ALL CASES, THE ABOVE INSURANCE ALSO SHALL INCLUDE EMPLOYERS' LIABILITY COVERAGE WITH LIMITS OF NOT LESS THAN THE FOLLOWING:

EACH ACCIDENT: \$1 MILLION
DISEASE - POLICY LIMIT: \$1 MILLION
DISEASE - EACH EMPLOYEE: \$1 MILLION

11 PROFESSIONAL LIABILITY: INSURANCE COVERING LIABILITY ARISING FROM ANY ERROR, OMISSION, NEGLIGENCE OR WRONGFUL ACT OF THE CONTRACTOR, ITS OFFICERS OR EMPLOYEES WITH LIMITS OF NOT LESS THAN \$1 MILLION PER OCCURRENCE AND \$3 MILLION AGGREGATE. THE COVERAGE ALSO SHALL PROVIDE AN EXTENDED TWO YEAR REPORTING PERIOD COMMENCING UPON TERMINATION OR CANCELLATION OF THIS AGREEMENT.

12 PROPERTY COVERAGE: SUCH INSURANCE SHALL BE ENDORSED NAMING THE COUNTY OF LOS ANGELES AS LOSS PAYEE, PROVIDE DEDUCTIBLES OF NO GREATER THAN 5% OF THE PROPERTY VALUE, AND SHALL INCLUDE:

PERSONAL PROPERTY: AUTOMOBILES AND MOBILE EQUIPMENT - SPECIAL FORM ("ALL RISK") COVERAGE FOR THE ACTUAL CASH VALUE OF COUNTY-OWNED OR LEASED PROPERTY.

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REAL PROPERTY AND ALL OTHER PERSONAL PROPERTY - SPECIAL FORM
("ALL RISK") COVERAGE FOR THE FULL REPLACEMENT VALUE OF COUNTY-
OWNED OR LEASED PROPERTY.

- 13 CANCELLATION:
THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL THIS
AGREEMENT, UPON 30 DAYS WRITTEN NOTICE. VENDOR MAY CANCEL
AGREEMENT AFTER INITIAL YEAR OF THE AGREEMENT PERIOD, UPON 90
DAYS WRITTEN NOTICE. THE COUNTY MAY CONTINUE TO PLACE ORDERS
AGAINST THE AGREEMENT UNTIL THE EFFECTIVE DATE OF SUCH
CANCELLATION.
- 14 PARTICIPATING MUNICIPALITIES:
PURSUANT TO ACTION BY COUNTY'S BOARD OF SUPERVISORS ON FEBRUARY
10, 1998, COUNTY HAS DESIGNATED CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY (AUTHORITY) AS THE PUBLIC AGENCY TO PROVIDE
ADMINISTRATIVE SERVICES RELATED TO PURCHASES BY THE OTHER
CALIFORNIA GOVERNMENTAL ENTITIES (ENTITY) UNDER THIS AGREEMENT.
AT COUNTY'S SOLE DISCRETION AND OPTION, COUNTY MAY INFORM OTHER
ENTITIES THAT THEY MAY ACQUIRE ITEMS LISTED IN THIS AGREEMENT.
SUCH ACQUISITION(S) SHALL BE AT THE PRICES STATED HEREIN, AND
SHALL BE SUBJECT TO VENDOR'S ACCEPTANCE. IN NO EVENT SHALL COUNTY
BE CONSIDERED A DEALER, REMARKETER, AGENT OR OTHER REPRESENTATIVE
OF VENDOR.

VENDOR AND COUNTY RECOGNIZE THAT FROM TIME TO TIME VENDOR'S
REASONABLE ASSISTANCE MAY FACILITATE AND EXPEDITE A PRESENTATION
BY THE COUNTY TO ANY ENTITY. SUCH ASSISTANCE SHALL BE PROVIDED
AT NO COST, BY VENDOR UPON THE WRITTEN REQUEST OF THE COUNTY.

ENTITY PURCHASE ORDERS MAY, AS AGREED BY COUNTY, BE SUBMITTED BY
THE ENTITY OR BY COUNTY. IN EITHER EVENT, AUTHORITY SHALL BE
ENTITLED TO AN ADMINISTRATIVE FEE (FEE) OF ONE PERCENT (1%) OF
THE PURCHASE PRICE, EXCLUDING TAXES AND SHIPPING, FOR EACH ENTITY
PURCHASE ORDER. PAYMENT OF THE FEE SHALL BE MADE QUARTERLY BY
VENDOR TO AUTHORITY. FOR PURPOSES OF THIS AGREEMENT, CALENDAR
YEAR QUARTERS SHALL BE JANUARY 1 THROUGH MARCH 31; APRIL 1 THROUGH
JUNE 30; JULY 1 THROUGH SEPTEMBER 30; AND OCTOBER 1 THROUGH
DECEMBER 31. FEE PAYMENT SHALL BE ACCOMPANIED BY A WRITTEN REPORT
(REPORT) SUMMARIZING ALL PURCHASES SHIPPED AND BILLED DURING THE
APPLICABLE QUARTER MADE BY ANY ENTITY UNDER THIS AGREEMENT. VENDOR
SHALL HAVE NO CLAIM OR RIGHT TO ALL OR ANY PORTION OF THE FEE.

FEE PAYMENT SHALL BE MADE BY WIRE TO CSAC FINANCE CORPORATION AS
FOLLOWS:

CSAC FINANCE CORPORATION
WESTAMERICA BANK
CAPITOL OFFICE
300 CAPITOL MALL
SACRAMENTO CA 95814
ABA#121140218
ACCOUNT #0527-377915

VENDOR SHALL CONFIRM THE DATE AND AMOUNT OF WIRE VIA FAX TO (510)
933-8457

REPORT SHALL BE SUBMITTED TO:

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY
1100 K STREET, SUITE 101
SACRAMENTO CA 95814
ATTN: SECRETARY

WITH COPIES TO:

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CALIFORNIA COMMUNITIES
1470 MARIA LANE, SUITE 400
WALNUT CREEK CA 94596
ATTN: PROGRAM MANAGER

COUNTY OF LOS ANGELES
ISD/PCS
1100 N. EASTERN AVE., ROOM 102
LOS ANGELES CA 90063
ATTN: MANAGER

PURCHASES BY COUNTY DEPARTMENTS UNDER THIS AGREEMENT SHALL NOT BE INCLUDED IN EITHER THE FEE OR THE REPORT.

REPORTS AND FEES SHALL BE SUBMITTED TO AUTHORITY NO LATER THAN THIRTY (30) DAYS AFTER THE END OF THE APPLICABLE QUARTER. REPORTS SHALL, AT A MINIMUM, PROVIDE TOTAL ENTITY PURCHASES FOR THE APPLICABLE QUARTER AND YEAR-TO-DATE, SORTED BY PARTICIPATING ENTITY, WITH A GRAND TOTAL OF ALL ENTITY PURCHASES.

FAILURE TO PROVIDE FEES AND/OR REPORTS IN THE MANNER SHALL BE REGARDED AS A MATERIAL BREACH OF THIS AGREEMENT AND SHALL BE DEEMED A CAUSE FOR TERMINATION OF THIS AGREEMENT AT COUNTY'S SOLE DISCRETION. FEES NOT PAID BY THE SPECIFIED DEADLINE SHALL BEAR INTEREST AT THE RATE OF 1 1/2% PER MONTH UNTIL PAID.

AUTHORITY, OR ITS DESIGNEE MAY, AT AUTHORITY'S SOLE DISCRETION, COMPARE RECORDS PROVIDED BY ENTITIES WITH REPORTS SUBMITTED BY VENDOR. AUTHORITY WILL PROVIDE WRITTEN NOTIFICATION TO VENDOR OF DISCREPANCIES, AND ALLOW VENDOR THIRTY (30) DAYS FROM THE DATE OF AUTHORITY'S NOTIFICATION TO RESOLVE THE DISCREPANCY(IES) TO AUTHORITY'S SATISFACTION. IN THE EVENT THAT VENDOR DOES NOT RESOLVE THE DISCREPANCY TO AUTHORITY'S SATISFACTION, AUTHORITY RESERVES THE RIGHT TO ENGAGE OUTSIDE TO CONDUCT AN INDEPENDENT AUDIT OF VENDOR'S REPORTS, AND VENDOR SHALL REIMBURSE AUTHORITY FOR THE COSTS AND EXPENSES INCURRED TO SUCH AUDIT(S).

VENDOR AUTHORIZES COUNTY'S USE OF VENDOR'S NAME, TRADEMARKS AND VENDOR PROVIDED MATERIALS IN COUNTY'S PRESENTATIONS AND PROMOTIONS REGARDING THE AVAILABILITY OF USE FOR THIS AGREEMENT.

COUNTY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO PAYMENT, FOR ANY ITEM ORDERED BY ENTITIES.

Handwritten signature/initials at top left.

File No.:

COUNTY OF LOS ANGELES
ENCUMBRANCE
FISCAL YEAR 2004/2005

REQN NO. 626320

DEPARTMENT NAME AND ADDRESS
DEPARTMENT OF PUBLIC WORKS
2275 ALCARAZ STREET
LOS ANGELES, CA 90033

RECEIVED

VENDOR(S) SPECIFIED
AGMT ONLY

04 APR 27 08:57

#411

CONTACT: DEBBIE RUNYAN PHONE: 626-458-7354

ORG	ACCT	TASK	OPTION	CHARGE	ENC. NO.	AMOUNT	DATE	REF. NO.	F	COMMIT
487000	2432		B07	2000		\$400,000.00		325880		
486000	2432		B04	2000		\$500,000.00				
481700	2432		B04	2000		\$578,000.00				
488300	2432		B04	2000		\$100,000.00				
488200	2432		B04	2000		\$25,000.00				
488190	2432		B04	2000		\$25,000.00				

GENERAL INSTRUCTIONS: Failure To Comply With The Following Instructions May Result In Delays In Processing Your Request
And/Or Cancellation Of Your Blanket Purchase Orders.

- 1 USE THIS FORM TO REQUEST AGREEMENT BLANKET PURCHASE ORDERS, SINGLE OR MULTIPLE VENDORS, FOR FISCAL YEAR 2004/2005 ONLY
- 2 Prices, terms and conditions shall be in accordance with the agreement(s) stated herein.
- 3 Departments that encumber funds on-line with the Auditor Controller are strictly prohibited from supplementing any blanket orders beyond the amounts indicated herein without the written authorization of the Purchasing Agent or duly authorized Deputy Purchasing Agent.

I assume full responsibility for the legal use of materials or services requisitioned, no materials or services issued upon this authority will be used in violation of any rules, regulation, ordinances or laws.

I hereby certify that sufficient funds for this Order have been encumbered

DEPT BY Debbie Runyan LIC# 00000000000000000000

DEPT/AUDITOR CONTROLLER BY

COUNTY PURCHASING AGENT

BY [Signature] DR

1.0 **Scope and Intent:** This Specification covers the County's requirements for both On and Off-Road diesel fuel and Ultra-Low-Sulfur Diesel fuel certified as meeting the most current California Air Resources Board's (CARB) diesel fuel regulations. The fuel purchased through this Agreement will be used throughout Los Angeles County in vehicles and equipment in the Antelope Valley and South Coast Air Quality Management Districts. The fuels provided and the County's Fuel Specifications, are intended to ensure the lowest possible emissions from diesel powered vehicles and equipment while insuring that the fuels furnished comply with the engine manufacturers' requirements and do not void engine and/or emission control devices warranties, especially for those engines produced on or after October 1, 2002 that are certified to Federal 2004 emission standards. To this end, the Sulfur content for Ultra Low Sulfur Diesel shall not exceed 15 ppm, and shall have lubricating agent(s) to meet a minimum lubricity specification of 3100 SLBOCLE.

Unless otherwise specified at the time of order, all diesel fuel provided under this Agreement shall be un-died, On-Road, Ultra Low Sulfur Diesel.

The Vendor agrees to give the County's Public Health, Safety, and emergency response needs of the Sheriff and Fire Departments, the County's Hospitals, and the Department of Public Works the highest priority over its other customers. If there is a major event and/or an emergency, the vendor shall guarantee delivery of sufficient quantities of fuel to insure continued operation of the County. The Public Health, (During fires, earthquakes, flooding, washouts, etc., Public Works sites provide fuel for the Sheriff and Fire Departments' emergency vehicles, strike team vehicles, the California Highway Patrol, and other responding agencies.)

Failure to fulfill the County's needs during these events compromises public safety, property, and the safety of those responding to these events.

2.0 **General Requirements:** Each Bidder shall submit with their bid CARB certifications for each of the diesel fuel formulas being offered.

BIDDERS RESPONSE

3.0 This Request covers the County's annual Low Sulfur Diesel and Diesel fuel requirements in accordance with the terms, conditions and specifications listed herein.

3.1 **QUANTITIES** – Quantities listed are estimates based upon the County's prior year's usage. Due to the South Coast Air Quality Management District's (AQMD) Fleet Rules (Rule 1191 through Rule 1196, and 1186.1), actual future usage may decline.

4.0 **ALLOCATION/RATIONING** - In the event of any shortage, and/or any federal, state or local regulations requiring fuel allocations and/or rationing, the vendor shall guarantee delivery of sufficient quantities of fuel to insure continued operation of County. Public Safety and emergency response needs of the Sheriff and Fire Departments, the County's Hospitals, and the Department of Public Works shall be given the highest priority over other customers.

5.0 **SPECIFICATIONS** - Vendors shall provide CARB Certified fuels conforming to the following specifications:

PROPERTY	TEST METHOD	LIMIT
• Ash, wt. %, max	D-482	0.01
• Carbon Residue, 10% Bottoms, W%, Max.	D-524	0.35
• Cetane index (typically)	D4737	52.5
• Cetane number (typically)	D613	54
• Copper Corrosion, 3 hours @ 122 F, max	D130	3
• Distillation T 90%, F	D-86	540-640
• Final Boiling Pt., F, max		698
• Flash Point, F, min.	D-56	125
• Gravity API	D287	38
• Lubricity, g	D-6078	3100
• Stability, mg/100ml, max	D-2274	1.0
• Sulfur, ppm	D-5453	15
• Viscosity, cSt@40 C	D-445	1.9-4.1

ATTACHMENT B

**MSRC DIESEL EXHAUST AFTERTREATMENT RETROFIT
PROGRAM GUIDELINES**

MSRC DIESEL EXHAUST AFTERTREATMENT RETROFIT PROGRAM PARTICIPATION GUIDELINES, REQUIREMENTS, & CONDITIONS

The MSRC's Diesel Exhaust After-treatment Retrofit Program has been designed to make the application and participation requirements uncomplicated for vehicle operators within the South Coast Air District. However, to ensure that the Retrofit Program conforms to all applicable AQMD regulations and MSRC policies, the following requirements and conditions have been established and apply to all applicants:

1. **Funding Availability** - The amount of FY 2004-05 MSRC Discretionary funds allocated for the Retrofit Program is \$1,000,000. Funds will be awarded on a first-come, first-served basis to applicants proposing qualifying vehicles. Funding is available on a first-come, first-served basis to applicants proposing qualifying projects. *For the purpose of this Program, all qualified applications received on or before 5:00 p.m. on the first day of the Application Acceptance Period, September 24, 2004, will be deemed received at the same time.* In the event the Diesel Exhaust Retrofit Program is oversubscribed following receipt of first-day applications, MSRC funds will be distributed on a pro rata share basis to qualified project applicants.
2. **Retrofit Program Funding Amounts** - The MSRC will allocate program funds in accordance with the following guidelines:
 - CARB-Verified Particulate Matter Reduction Devices: The MSRC will fund 100% of the cost of purchasing and installing a CARB-verified particulate trap or diesel oxidation catalyst, not to exceed a maximum of \$8,500 per qualifying vehicle;
 - CARB-Verified Particulate Matter Plus NO_x Reduction Devices: The MSRC will fund 100% of the cost of purchasing and installing a CARB-verified particulate matter reduction plus NO_x device, not to exceed a maximum of \$18,000 per qualifying vehicle.
3. **Maximum Funding per Entity** - To ensure broad-based participation, the maximum total funding award to any single entity under this solicitation shall not exceed \$150,000. This maximum funding restriction can be waived by the MSRC in the event the MSRC does not receive conforming proposals from other bidders that meet or exceed \$850,000.
4. **MSRC Funds Paid on a Reimbursement Basis Only** - MSRC funds will be distributed on a Reimbursement Basis only upon completion of the particulate trap installation and submission of all required reports and invoices.
5. **Eligible Participants** - Only owners of heavy-duty diesel vehicles that operate predominately within the South Coast AQMD are eligible to

participate in the Retrofit Program. For the purpose of this program, vehicles must be operated within the geographical boundaries of the South Coast AQMD at least 95% of their total annual vehicle miles or hours of operation.

6. **Emission Reductions Must be "Above and Beyond" Mandated Requirements** - Applicants must demonstrate that the proposed deployment of diesel exhaust retrofit devices is beyond mandated obligations and not required by, or in fulfillment of, any local, state, or federal law, rule, or regulation.

7. **Eligible Vehicle Engines & Retrofit Devices** – Only vehicle engines compatible with a CARB verified particulate filter or diesel oxidation catalyst are eligible to participate in the Retrofit Program. In addition, the MSRC's Retrofit Program requires that vehicles utilize the best-available control technology. There are currently two levels of diesel emission control technology verification designated by CARB, as follows:

- **Level 1 Verified Technologies** – Level 1 verification is given to technologies achieving at least 25% or greater reduction in particulate matter or at least 25% or greater reduction in particulate matter plus a 25% reduction in NO_x;
- **Level 3 Verified Technologies** – Level 3 verification is for those technologies achieving at least an 85% or greater reduction in particulate matter or less than a 0.01g/bhp-hr emission level or at least 85% or greater reduction in particulate matter plus a 25% reduction in NO_x.

To maximize the particulate matter emission reductions resulting from this program, the following requirements must be adhered to when proposing exhaust after-treatment technologies:

ON-ROAD VEHICLES:

- **1994-2004 Model Year Engines:** All vehicles equipped with 1994-2004 model year engines must use Level 3-verified emission control devices.
- **1991-1993 Model Year Engines:** At this time, only Level 1 verified technologies are available for vehicles equipped with 1991-1993 model year engines. Therefore, Level 1-verified technologies are allowable for 1991-'93 engines.

OFF-ROAD VEHICLES: At this time, only Level 1-verified technologies are available for off-road vehicles. The use of Level 1-verified technologies is allowable for off-road vehicles under this RFP.

Please note that only designated engine families for specified model years are compatible with CARB-verified diesel exhaust after-treatment devices. Applicants should consult the current status of verified diesel exhaust after-treatment devices by accessing CARB's website at www.arb.ca.gov/diesel/verdev/background.htm. In addition, the MSRC staff

is available to assist applicants in determining their vehicle's eligibility to participate in the program.

8. **Centralized Refueling** – Vehicles equipped with particulate traps must use low-sulfur diesel fuel exclusively, or the trap will be rendered ineffective and may incur damage. Therefore, refueling with conventional CARB diesel, even periodically, is not an acceptable option. To ensure that vehicles retrofitted with particulate traps use only low-sulfur diesel fuel, and to minimize the chance of vehicle mis-fueling, it is required that program participants' vehicles be refueled predominantly at a single location. The program participant will be required to show proof that low-sulfur fuel is available at the primary refueling location. Proof of the availability of low-sulfur diesel can be demonstrated by entering into a fuel purchase contract or a signed affidavit. A secondary refueling location can be proposed by a program participant; however, proof of the availability of low-sulfur diesel is also required for the secondary-refueling site. In addition, applicants must show proof that facilities have been secured for storage and dispensing of low-sulfur diesel fuel.
9. **Particulate Trap Installation Deadlines** – All vehicle retrofits should complete within twelve (12) months of the date of agreement execution. The latest date to submit an invoice for reimbursement is July 31, 2006.
10. **Reporting Requirements** – The reporting requirements established for the Retrofit Program are intended to ensure adequate monitoring of the use of public funds, while avoiding the imposition of excessive reporting burdens on the funding recipients. The following are the minimum reporting requirements for participation in the Retrofit Program:
 - A concise *Interim Report*, to be submitted along with an invoice for retrofit device and incremental fuel cost reimbursement. This report must contain a brief summary of the installation process, initial performance, vehicle performance, and any relevant mechanical issues;
 - A concise *Final Report*, to be submitted approximately six (6) months from the date of particulate trap installation. This report must contain a brief summary of the vehicle's performance using the particulate trap, driver comments regarding vehicle performance, mechanical issues, and any difficulty in obtaining low-sulfur diesel. Failure to submit a Final Report will be considered in future funding requests from the applicant. The MSRC may, at their discretion, request that the Contractor present Final Report results at an MSRC meeting.
11. **Outreach Component** – All projects must include a media and community outreach component. Acceptable outreach strategies may include, but are not limited to, a Grand Opening/project kickoff event, press releases, or press conference to highlight the project's accomplishments.

12. Audit Requirements – In accordance with state law, all projects funded with MSRC Discretionary Funds are subject to audit.

13. Additional Conditions for Participation in the MSRC Retrofit Program:

- Vehicles funded under the MSRC Retrofit Program are not eligible to receive additional diesel exhaust after-treatment device incentive funds from any other state or local agency;
- MSRC funds can be used ONLY for direct costs associated with the purchase and installation of the diesel exhaust after-treatment device. MSRC funds cannot be used to fund existing staff salaries, administrative costs, or project management costs necessary to implement the program.

Los Angeles County Chief Administrative Office

Grant Management Statement for Grants \$100,000 or More

Department: Public Works

Grant Project Title and Description:

Diesel Exhaust After-Treatment Retrofit Program

Funding Agency

AQMD/MSRC

Program (Fed. Grant #/State Bill or Code #)

Grant Acceptance Deadline

May 2006

Total Amount of Grant Funding: \$409,000

County Match: \$190,500 (All hard costs)

Grant Period: May 2006 – April 2007

Begin Date: Upon
Board Approval

End Date: April 2007

Number of Personnel Hired Under This Grant: 0

Full Time: n/a

Part Time: n/a

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?

N/A

No__

Yes__

Will all personnel hired for this program be placed on temporary ("N") items?

N/A

No__

Yes__

Is the County obligated to continue this program after the grant expires?

Yes__

No__ X

If the County is not obligated to continue this program after the grant expires, the Department will:

N/A

a.) Absorb the program cost without reducing other services

Yes__

No__

b.) Identify other revenue sources (describe below)_____

Yes__

No__

c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.

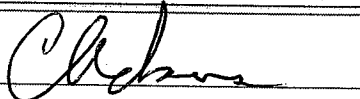
Yes__

No__

Impact of additional personnel on existing space:

Other requirements not mentioned above:

Department Head Signature



Date:

4/19/06